

**PUBLIC UTILITY COMMISSION OF TEXAS**

**REQUEST FOR PROPOSALS**

**FOR A LOW-INCOME DISCOUNT ADMINISTRATOR TO ADMINISTER  
THE LOW-INCOME CUSTOMER RATE REDUCTION PROGRAMS FOR  
ELECTRIC AND TELEPHONE SERVICE IN TEXAS**

**Authorized by**

**Public Utility Regulatory Act, Sections 14.001, 39.903, 39.9039, 56.021, and  
56.023**



**Public Utility Commission of Texas  
William B. Travis Building  
1701 North Congress Ave.  
Austin, Texas 78711**

**Closing Time and Date – 2pm, Central Time**

**April 28, 2015**

**Project No. 44233  
RFP Number 473-15-00330  
NIGP CLASS ITEM  
920-39**

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**PUBLIC UTILITY COMMISSION OF TEXAS**  
**REQUEST FOR PROPOSALS NO. 473-15-00330**

**FOR A LOW-INCOME DISCOUNT ADMINISTRATOR TO ADMINISTER THE LOW-  
INCOME CUSTOMER RATE REDUCTION PROGRAMS FOR ELECTRIC AND  
TELEPHONE SERVICE IN TEXAS**

**SECTION 1 – INTRODUCTION**

The Public Utility Commission of Texas (PUCT) is issuing a Request for Proposals (RFP) for the administration of the low-income residential customer rate reduction programs for electric and telephone services in Texas. The contract awardee will serve as Low-Income Discount Administrator (LIDA) for both the electric and telephone discount programs. The LIDA will be responsible for all duties associated with creating and maintaining a database of customers eligible for the electric and telephone discount programs, which includes coordination and cooperation with the Texas Health and Human Services Commission. The LIDA also is responsible for notifying retail electric providers (REPs) and telephone service providers (TSPs) of eligible customers they serve so that the utility providers can apply the appropriate discounts to each customer's bills. The Statement of Work (Attachment A) contains detailed information concerning the LIDA's responsibilities.

For further clarification of the Low-Income Discount Program and for additional details of the requirements of the LIDA for the electric program please refer to PUCT Substantive Rule § 25.454 at <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx> and Substantive Rule § 26.412 at <http://www.puc.texas.gov/agency/rulesnlaws/subrules/telecom/Telecom.aspx> for the telephone program. You can also view the Low-Income Discount Program frequently asked questions, program description and a copy of the self-enrollment form on the PUCT website at <http://www.puc.texas.gov/consumer/lowincome/Assistance.aspx>.

**SECTION 2 – ELIGIBLE PROPOSERS**

Proposers **must** have a minimum of ten (10) years' experience managing similar projects of size and scope as described in the Statement of Work (SOW), Attachment A, including processing over 10 million records per month for any one project. An entity or company with fewer than ten (10) years' experience is eligible to submit a proposal if key personnel on the proposal team (including subcontractors) have the minimum required experience. Proposers who do not meet this requirement are not eligible for award.

The PUCT encourages Historically Underutilized Businesses (HUBs) to compete for this award.

**SECTION 3 – AUTHORITY**

This Request for Proposals is issued pursuant to the PUCT's authority under Public Utility Regulatory Act, Sections 14.001, 39.903, 39.9039, and 56.023.

## **SECTION 4 – ANTICIPATED SCHEDULE OF ACTIVITIES**

RFP Release	March 30, 2015
Proposers Conference (Required)	April 7, 2015
Last day to submit written question(s) regarding the RFP	April 10, 2015
Deadline for submission of proposals	April 28, 2015
Post-proposal interviews or presentations, if required	May 1, 2015
Staff Recommendation for selection	May 8, 2015
Selection approved	May, 2015
Contract negotiations	May, 2015
Contract execution (If New Contractor)	June 1, 2015
Contract execution (If Incumbent)	September 1, 2015

**Questions regarding RFP 473-15-00330 that are submitted to the PUCT pursuant to Section 6 of this RFP will be answered within two business days after receipt and answers to all questions will be provided through an Addendum, posted on the ESD and PUCT website.**

**Disclaimer: Dates are subject to change at the PUCT's discretion**

### **REQUIRED BIDDERS CONFERENCE**

The PUCT will consider only the proposals of entities that attend the Proposer's Conference on **April 7, 2015**. The proposer's conference on April 7, 2015 will start at 9 a.m. at the PUCT headquarters located in the William B. Travis Building at 1701 N. Congress Ave., Austin, Texas 78701 on the 8<sup>th</sup> floor. The conference will be held in 8 Central. Please check in at the receptionist area first on the 7<sup>th</sup> floor. The bid conference is scheduled to last 2 hours. The conference is open to anyone wishing to bid on this proposal. Due to size constraints, please limit attendees to no more than 3 individuals and they should be employees of the company, not lobbyists. The conference is intended to review the RFP and answer any questions that have not been previously answered relating to the RFP. Teleconferencing will not be permitted.

## **SECTION 5 – COMPENSATION**

Proposal shall contain a price proposal for performing the requested services as outlined in Attachment A (Statement of Work). Proposers should provide as much information as possible and must include pricing for each assignment type. Proposers are free to structure the price proposal as they see fit. The proposed compensation shall include all anticipated expenses, including travel. Any contract resulting from this RFP shall include a total “not to exceed” fee for all costs associated with providing services. Unless otherwise approved in writing by the PUCT, payments will be made based on the invoicing and payment terms of the resulting contract. PUCT reserves the right to further negotiate compensation structure and budget at the time of contract award.

## **SECTION 6 – QUESTIONS**

The PUCT will accept **only written** questions and requests for clarification by e-mail to the attention of the personnel below. Inquiries and comments must reference RFP No. 473-15-00330.

Direct questions about the RFP to:

Erica Duque, CTPM, CTCM  
Fiscal Division  
Public Utility Commission of Texas

P.O. Box 13326  
Austin, TX 78711-3326  
Fax: (512) 936-7058

[Purchasing@puc.texas.gov](mailto:Purchasing@puc.texas.gov)

**Please Note: Mrs. Duque is the only permitted point of contact. Contact or attempted contact with other PUCT employees, including Commissioners and their staffs, may result in a proposer's immediate disqualification.**

The PUCT will post additional information, responses to written questions, RFP modifications, and addenda on the PUCT website and the Electronic State Business Daily (ESBD). It is the responsibility of interested parties to periodically check the ESBD and PUCT's website for updates to the procurement prior to submitting a bid. The Proposer's failure to periodically check the ESBD and the PUCT's website will in no way release the selected vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFP.

<http://www.puc.texas.gov/agency/about/procurement/Default.aspx>  
<http://esbd.cpa.state.tx.us/>

Proposers should check both websites often to ensure they have the most current information.

## **SECTION 7 – PROPOSAL REQUIREMENTS**

Proposers must file their sealed proposals in Project No. 44233 at PUCT Central Records before April 28, 2015, 2:00 p.m., CT. Proposals submitted in response to this request must meet all requirements in this RFP to be considered for selection. Fax or email proposals will not be accepted under any circumstances.

The PUCT's Central Records Division is open to the public for filing Monday through Friday from 9:00 a.m. to 5:00 p.m. CT, excluding holidays. Central Records is also closed every Friday from 12 noon to 1 p.m. unless there is an Open Meeting of the Commission that day. Proposals will not be considered if received in the Central Records Division after 2:00 p.m. CT on the closing date.

Delivery Address  
Central Records Division  
Room 8-100  
William B. Travis Building  
1701 North Congress  
Austin, Texas 78701

Mailing Address  
Central Records Division  
Project No. 44233  
Public Utility Commission of Texas  
P.O. Box 13326  
Austin, TX 78711-3326

**Please Note: The PUCT WILL NOT accept a U.S. Postal Service postmark, round validation stamp, mail receipt with the date of mailing stamped by the U.S. Postal Service, a dated shipping label, invoice or receipt from a commercial carrier, or any other documentation as proof of timely submission of any proposal. The PUCT assumes no responsibility, under any circumstances, for the receipt of a proposal after the deadline time and date established in this RFP.**

**The PUCT will accept ONLY the time/date stamp of its Central Records Division as evidence of timely submission.**

### **7.1 Number and Appearance**

The proposal submission shall include an information sheet that clearly states the name of the proposer; the name, address, and telephone number of the proposer's point of contact, the project number; and the RFP title and number. The information sheet is the first page before the sealed proposal submission. Upon receipt of proposals, the PUCT will file the information sheets in Project No. 44233. All parts of the proposal after the information sheet shall be submitted in an envelope or other sealed container that is marked with the proposer's name and "Project No. 44233: CONFIDENTIAL."

Proposers shall submit one (1) clearly marked "Original" of their proposal response with original signature and five (5) copies of their proposal. Proposers shall also submit one (1) electronic copy of the complete RFP response on a compact disk or memory stick (flash drive) in Microsoft Word.

Information required by Section 8.4 "Compensation" shall be included only in the original and electronic copy. No price information shall be included in any other portion of the response.

Proposals shall be written only on 8 ½" x 11" white paper using double or 1.5 spacing, and 12-point or larger Times New Roman font.

Proposals shall include all required attachments and certifications. The PUCT will not accept attachments and certifications submitted after the deadline. Failure to provide all required information shall make the proposal non-responsive and thus disqualified from consideration.

Proposals shall be bound in a three-ring binder.

Proposers shall not use the state seal or the PUCT seal in or on the proposal.

Proposals shall be free of any extraneous items.

**Proposals are limited to 75 pages, including all attachments and certifications, but excluding section tabs or dividers. Proposals longer than 75 pages may be subject to immediate rejection without review. Evaluation team members will not read past the 75<sup>th</sup> page.**

## **SECTION 8 – PROPOSAL CONTENTS**

Proposals shall include the contents outlined below. Mark each section with an index tab. Within each section, pages shall be consecutively numbered. The PUCT may reject a proposal that fails to include required contents.

### **8.1 Statement of the Requirements**

Each proposer must state succinctly its understanding of this RFP's requirements and describe how it would perform the tasks in the Statement of Work (Attachment A). Each proposal must include a work plan of proposed activities and events. This should include proposed initial start-up time, timeline, scope and tasks. If a proposer believes there are additional tasks needed to accomplish the PUCT's goals, identify them, explain why they are needed, and how the proposer would perform them.

### **8.2 Competence and Knowledge**

Each proposer must demonstrate the competence and knowledge to fulfill the requirements identified in Attachment A, Statement of Work. The proposer should also describe any prior experience in managing similar programs, especially for utilities or governmental organizations. The proposer should describe the processes and procedures it intends to use to provide these services and an organizational chart identifying the functions and reporting relationships of the personnel who would be assigned to this work.

### **8.3 Qualifications**

Proposers **must** have a minimum of ten (10) years' experience providing services similar to those described in the SOW. An entity or company with fewer than ten (10) years' experience is

eligible to submit a proposal if key personnel on the proposal team have the minimum required experience. Proposers who do not meet this requirement are not eligible for award.

For each person a proposer identifies to perform the work described in this RFP, provide a detailed resume that describes the services they would perform, their qualifications, and their experience.

#### **8.4 Compensation**

Each proposal shall propose a pricing structure to provide the services identified in Attachment A, Statement of Work. If a proposer believes that additional work is required to meet the PUCT's goals, the proposer should identify the additional work and the associated price to accomplish that work. The PUCT encourages, but does not require, proposers to demonstrate how elements of the price correspond to elements of the proposed work plan.

**Please note:** The proposed fee structure must include all anticipated expenses. The PUCT will not reimburse any out-of-pocket expenses or expenses not contemplated at the time of contract execution.

#### **8.5 Financial Capability**

Proposers shall describe the financial capability of the person or entity to complete the work required and to sustain its operations. Acceptable evidence of financial capability includes a recent audited financial statement from a certified public accountant, a compiled financial report, or a statement from a certified public accountant or banker.

**Please note:** The winning proposer will be required to acquire and post a \$2,000,000.00 performance bond or letter of credit to remain active throughout the entire contract. All costs associated with the performance bond are the responsibility of the contractor.

#### **8.6 References**

Each proposer shall provide at least three references, including contact information. The PUCT prefers references from clients for whom the proposer has performed similar work, including other state commissions or boards. Do not use the PUCT or any individuals employed by the Commission as a reference. Any negative responses received may be grounds for disqualification of the proposal.

#### **8.7 Statement on Potential Conflicts of Interest and Prohibited Relationships**

Proposers must be neutral and impartial, must not advocate specific positions to the PUCT, and must not have a direct financial interest in the provision of electric, telephone, water or sewer service in the state of Texas. Proposers must identify any personal or business relationships with any electric, telecommunications, water or sewer utility or utility affiliate operating in Texas or any company participating in, or having a pending application at the PUCT to enter, the Texas retail electric market, telecommunications market, or water or sewer utility market. Proposers must identify the extent, nature, and time aspects of those relationships. Entities having a conflict of interest, as determined by the PUCT, will not be eligible for contract award.

**If a proposer does not have any known or potential conflict of interest, the proposal must include such a statement. Failure to provide either a statement describing potential conflicts of interest or a statement that no potential conflicts exist shall automatically disqualify the proposer. This statement shall be signed before a notary public by the highest-ranking officer of proposer's entity having responsibility for vetting corporate conflicts of interest, e.g. a corporate Executive Vice President rather than the head of an operating or regional unit of the firm. If the circumstances described by a proposer change or additional information is obtained subsequent to submission of proposals, the proposer must**

**supplement its response under this provision as soon as reasonably possible upon learning of any change to their affirmation.**

The PUCT will determine whether a conflict of interest or the perception of a conflict of interest exists from the perspective of a reasonable person uninvolved in the matters covered by the resulting contract. The PUCT is the sole arbiter of whether a conflict or the appearance of a conflict of interests exists. The PUCT encourages proposers to provide complete disclosure of matters that might be considered a conflict of interest. Completeness of disclosure may be a factor in evaluating proposals.

Each proposer also should address how the proposer intends to ensure that no interest arising or potentially arising as a result of its activities or those of its parent, affiliate, or other related entity shall conflict with proposer's duty should it be selected to provide these services.

Each proposer shall identify its lobbyists registered with the Texas Ethics Commission and their compensation and shall include a statement of what involvement, if any, the lobbyists shall have in connection with (1) this engagement and (2) electric utility, telecommunication utility, or water and/or sewer utility legislation and policy.

The PUCT may not enter into a contract with a person who was a PUCT commissioner or executive director within the past 24 months, nor any person who has been employed by the PUCT within the past 12 months. Persons who have been employed by the PUCT or by another state agency in Texas more than 12 months but fewer than 24 months ago shall disclose in the proposal the nature of previous employment with the state agency and the date the employment ended.

#### **8.8 Historically Underutilized Business Certification and Required HUB Subcontracting Plan**

If the proposer is HUB certified by the Texas Comptroller of Public Accounts or the former Texas Building and Procurement Commission, now known as the Texas Procurement and Support Services Division (TPASS), the proposer shall submit a copy of its HUB certificate.

In accordance with Texas Government Code Section 2161.252, the PUCT has determined that subcontracting opportunities are probable under this contract. Therefore, proposers, including State of Texas certified Historically Underutilized Businesses (HUBs), must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response if the total dollar amount of the proposal response is greater than \$100,000. Proposers must complete and submit their signed HUB Subcontracting Plan (HSP) with their solicitation response.

**NOTE: Responses that do not include a complete HSP shall be rejected pursuant to Texas Government Code Section 2161.252(b). See Attachment C.**

#### **8.9 Required Certifications**

**Proposals must contain a signed statement certifying that:**

- A. All statements and information prepared and submitted in response to the RFP are current, complete and accurate;
- B. The proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this proposal;
- C. The proposer is not currently delinquent in the payment of any franchise tax owed the State of Texas;
- D. The proposer has not, nor has the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such a firm, corporation, partnership or institution, (i) violated the antitrust laws of this state or federal antitrust laws, or (ii) communicated

directly or indirectly the bid made to any competitor or any other person engaged in such line of business pursuant to 15 U.S.C. Section 1, et seq. and Texas Business & Commerce Code Section 15.01, et seq.;

- E. The proposer has not received compensation from the PUCT, or any agent, employee, or person acting on the PUCT's behalf for participation in the preparation of this proposal pursuant to Texas Government Code § 2155.004(a);
- F. The proposer is in compliance with Texas Government Code Section 669.003, relating to contracting with the current or former executive head of a state agency. If the proposer is a current or former executive head of a state agency or employs a current or former head of a state agency, the proposer shall provide (1) the executive's name; (2) the name of the state agency; (3) date of separation from the state agency; (4) current position with employer; and (5) date employment with proposer began;
- G. The proposer is not ineligible for contract award under Texas Government Code Section 2155.006 and acknowledges that any contract may be terminated and payment withheld if this certification is inaccurate; and
- H. The proposer played no part in the development or drafting of this RFP.
- I. If a Texas address is shown as the address of the proposer, proposer qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 34, Part 1, Chapter 20, or proposer has included in the proposal a statement that proposer does not qualify as a Texas Resident Bidder.

#### **8.10 Other**

If incorporated in Texas, proposer shall attach to the proposal a current franchise tax Certificate of Good Standing, issued by the Texas State Comptroller's office.

If incorporated in Texas, proposer shall also provide to PUCT the corporation's charter number issued by the Texas Secretary of State's office.

Proposer shall provide its 9-digit Federal Employer's Identification Number (EIN) or 5-digit State of Texas Vendor's Identification Number (VIN).

Pursuant to Texas Family Code Section 231.006, proposer shall include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application.

#### **SECTION 9 – CONDITIONS**

All proposals and copies of proposals become the property of the PUCT upon receipt.

The PUCT reserves the right to amend or cancel this RFP at any time. After the proposal due date, amendments to the RFP shall be sent only to Proposers who submitted a proposal.

Neither the PUCT nor the State of Texas shall reimburse any proposer for any costs related to preparing a response to this RFP.

The PUCT reserves the right to reject any and all proposals and to cancel the procurement at any time.

The PUCT may request a best and final offer. The PUCT may request an oral presentation or other additional information from one or more proposers.

The PUCT reserves the right to negotiate all or portions of any proposal tentatively selected for award, including the proposed fee.

Proposers understand and agree that no public disclosures or news releases pertaining to this RFP, subsequent contract, or any results or findings based on information provided or obtained to fulfill the requirements of this RFP or subsequent contract shall be made without prior written approval of the PUCT.

Proposers understand that any proposal may be withdrawn in writing before deadline for receipt of proposals. The PUCT will not return withdrawn proposals.

Proposers further agree that any proposal that is not withdrawn shall constitute an irrevocable offer for a period of 90 days from the RFP closing date to provide the services set forth in Attachment A, Statement of Work, or until the PUCT has made a selection.

The PUCT reserves the right to seek proposal clarification from any Proposer to assist in making decisions. Conference calls and/or a meeting and presentation by selected Proposers may be called by the PUCT and held in Austin to obtain further information. Any cost incurred by the Proposer for the meeting and presentation shall be borne by the Proposer and the presentation shall become the property of the PUCT.

Section 2155.077 of the Texas Government Code provides that a vendor may be barred from participating in state contracts that are subject to Subchapter B, General Purchasing Requirements, Procedures, and Programs including contracts for which purchasing authority is delegated to a state agency. If a proposer is barred from participating in state contracts, its proposal shall be disqualified and shall receive no further consideration.

A Proposer's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of Texas Government Code Sections 2155.074, 2155.075, 2156.007, and 2157.125. Proposers may fail this selection criterion for any of the following conditions:

- 1) Having a score of less than 90% in the Vendor Performance System;
- 2) Being currently under a Corrective Action Plan through the Texas Comptroller of Public Accounts (CPA);
- 3) Having repeated negative Vendor Performance Reports for the same reason; or
- 4) Having purchase orders that have been cancelled in the previous 12 months for non-performance (i.e. late delivery, etc.).

Contractor performance information is located on the CPA web site at:

[http://www.window.state.tx.us/procurement/prog/vendor\\_performance/](http://www.window.state.tx.us/procurement/prog/vendor_performance/).

CPA may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code § 20.108), CPA may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of CPA, and any negative findings, as determined by CPA, may result in non-award to the Proposer.

## **SECTION 10 – SOLE POINT OF CONTACT**

Please note Mrs. Duque is the only permitted point of contact, as referenced in Section 6. Contact or attempted contact with other PUCT employees, including Commissioners and their staffs, may result in a proposer's immediate disqualification.

## **SECTION 11 – SELECTION CRITERIA**

The PUCT shall make the selection and award on the basis of the proposer's demonstrated knowledge, competence, and qualifications to provide the services as indicated in the Table below. The criteria are listed in the order of importance to the PUCT.

- A. Clear Understanding of Statement of Work 35%
  - 1. Proposal Quality
  - 2. Thoroughness of approach
  - 3. Clarity regarding proposal objectives and quality of proposed approach for meeting those objectives
  - 4. Innovation and creativity
- B. Competence and knowledge 30%
  - 1. Demonstrated competence and experience in the provision of similar services
- C. Proposed Compensation 15%
  - 1. Total cost
  - 2. Billing and collection plan for payment
- D. Qualifications 20%
  - 1. Vendor staff experience with the provision of similar services

All other factors being equal, preference shall be given to a proposer who is incorporated in Texas, whose principal place of business is in the state, or who has an established physical presence in the state.

## **SECTION 12 – REVIEW OF PROPOSALS**

The PUCT will assemble an evaluation team that will begin proposal evaluation as soon as practicable after the submission deadline. Evaluation team members will score each proposal individually using the criteria stated above. After individual scoring, the evaluation team will meet and discuss the proposals and will make a recommendation for selection or a recommendation to take further action. **No information will be provided to proposers about the status of the proposals while they are under evaluation.**

After the evaluation team ranks each proposal based on individual scores, the evaluation team may pose clarifying questions of, or ask for best and final proposals from, the highest ranking proposals. The evaluation team may also hold discussion sessions with the highest ranked proposers. The team may rate proposals again following questions, requests for best and final proposals, or oral presentations/discussion sessions.

Final recommendations will be presented to the Executive Director of the Public Utility Commission of Texas. The Executive Director may (1) approve the recommended selection in whole or in part, (2) disapprove the recommendation, or (3) defer action on the selection.

The PUCT will begin contract negotiations shortly after notification. The PUCT's standard contract terms are found in Attachment B. The successful proposer may offer changes to these terms or additional terms in their proposal, but the PUCT may reject them. The parties will negotiate a final schedule for performance that will be incorporated into the final contract.

The PUCT will notify each proposer of the final action taken upon execution of contract with the selected proposer.

### **SECTION 13 – CONTRACT TERM**

It is estimated that the awarded contract will have a term of four (4) year, beginning on September 1, 2015 (If Incumbent) and ending August 31, 2019. If the LIDA is a new contractor the term is estimated to begin June 1, 2015 and end August 31, 2019. There are no extension options available.

### **SECTION 14 – TEXAS PUBLIC INFORMATION ACT**

Following award of a contract, all proposals are public information and subject to release. Some information in proposals may not be subject to release because it is business or financial information or a trade secret. Proposers are advised to consult legal counsel regarding disclosure issues and to take appropriate precautions to safeguard trade secrets and any other proprietary information, including copyrighted information. If a proposer believes that parts of its proposal are confidential, then the proposer **MUST** stamp the term “**CONFIDENTIAL**” in bold on the part(s) of the proposal that the proposer believes to be confidential.

If the PUCT receives a request for any information submitted to the PUCT in connection with this RFP, the PUCT will follow the requirements of the Texas Public Information Act (Texas Government Code Chapter 552) by notifying proposers and the Office of the Attorney General. The PUCT assumes no obligation for asserting legal arguments on behalf of proposers. The PUCT may release parts of proposals that are **not** marked confidential without notifying the proposer.

## ATTACHMENT A

### STATEMENT OF WORK

#### **Introduction**

The contractor will serve as the Low-Income Discount Administrator (LIDA). The LIDA is responsible for managing the electric and telephone discount matching processes. If the PUCT does not select the incumbent contractor, the contractor's initial task will be to develop a method to match lists of persons who receive benefits under certain state programs and self-enrolled residents with lists of telephone and electric service customers in order to determine eligibility for discounted telephone and electric service. The new contractor also may choose to develop a system that works with the way information is being captured presently.

The basic functions of the LIDA, including the matching process are:

1. Creating and maintaining databases of eligible customers;
2. Processing of all self-enrollment forms;
3. Answering telephone calls from customers;
4. Managing the LIDA call center which is operational 24/7. English and Spanish speaking agents always on call;
5. Providing a point of contact with all the utility companies as it relates to the discount process;
6. Resolving customer eligibility issues;
7. Managing all fulfillment operations;
8. Developing and implementing a method to notify applicants of their eligibility;
9. Working with the PUCT Staff, representatives of the utility service providers that are providing discounts, and the Texas Health and Human Services Commission (HHSC);
10. Resolving problems with the matching process;
11. Providing the PUCT access to the all the files received and sent to the utility companies relating to the monthly matching process;
12. Delivering PUCT approved reports by the 10<sup>th</sup> working day of the month;
13. Providing real-time access for the PUCT to the call center database for research;
14. Providing live access to call center call recordings for PUCT review;
15. Establishing a secure means of document transfer with the PUCT;
16. Maintaining and updating the frequently asked questions for the public;
17. Providing an annual Statement on Standards for Attestation Engagements (SSAE) 16 audit;
18. Maintaining an online application request process;
19. Maintaining an online Application Programming Interface (API) system for prepaid wireless companies to utilize for enrollment purposes;
20. Ensuring the Lifeline Discount process meets the Federal Communications Commission (FCC) guidelines; and
21. Establishing the processing schedule for the following fiscal year by the end of July.

For further information about the Low-Income Discount Program and for additional details of the requirements of the LIDA for the electric program please refer to PUCT Substantive Rule 25.454 at <http://www.puc.texas.gov/agency/ruleslaws/subrules/electric/Electric.aspx> and Substantive Rule 26.412 at <http://www.puc.texas.gov/agency/ruleslaws/subrules/telecom/Telecom.aspx> for the telephone program. You can also view the Low-Income Discount Program frequently asked questions, program description and a copy of the self-enrollment form on the PUCT website at <http://www.puc.texas.gov/consumer/lowincome/Assistance.aspx>.

**Current Usage Numbers**

The PUCT is providing the actual usage for FY 2014 and the estimate for FY 2015. **For purposes of this RFP use the FY 2015 estimated usage to provide pricing for your bid proposal.**

	Annual Volumes 9/1/2013 through 8/31/2014	Forecast Volumes 9/1/14 through 8/31/2015
Application Review (Forms reviewed)	206,858	240,000
Certification Form/Household Worksheets (Forms reviewed)	499,067	527,000
Call Center (Call minutes)	3,065,899	3,210,000
Fulfillment Operations:		
<i>Renewal Notices</i>	1,089,324	1,335,000
<i>New Applications – New Package</i>	106,872	127,000
<i>Application Rejection Notices</i>	117,168	104,800
<i>Duplicative Letters-Single</i>	214,817	180,000
<i>Duplicative Letters-Multi</i>	46,439	60,000
<i>New Discount Letters</i>	589,033	820,000
<i>Certification/Household Worksheets</i>	313,469	96,000
<i>Certification Rejections</i>	223,155	250,000
ID Verifications	132,401	130,000

**Explanation of each fulfillment item listed above:**

All fulfillment materials must be provided in English and Spanish.

***Definitions***

Renewal Notice – Letter to customers asking them to re-certify their status as low-income prior to the expiration of the 7<sup>th</sup> month discount. Contents include cover letter, instructions, application, Certification Form, and BRM envelope.

New Application – Package to customers that have requested a LITE-UP Texas application be mailed to them. Contents include instructions, application, Certification Form, and BRM envelope.

Application Rejection Notice – Letter to customers providing the reason(s) their LITE-UP Texas application was rejected.

Duplicative Letters-Single – Letter to customers that have been identified as living in a household

with more than one Lifeline discount. Contents include letter, Certification Form, IEH worksheet, and BRM envelope.

Duplicative Letter-Multiple – Letter to customers that have been identified as receiving a lifeline discount on more than one telephone number. Contents include letter, Certification Form, and BRM envelope.

New Discount Letter – Letter to customers that have been identified as eligible for the Lifeline discount through the HHSC process but are not receiving the discount. Contents include letter, Certification Form, and BRM envelope.

### **Information on Current Program Operations**

Below is a description of program operations. Proposers will be expected to use the processes described herein.

#### Matching Process

1. Every month, on a predetermined date, the LIDA receives the HHSC database of clients; processes the database by eliminating duplicates and ineligible clients; and then the LIDA includes the current self-enrolled database and creates the final database of unique addresses;
2. Every month, on a predetermined date, the LIDA receives the residential customer base file from the Retail Electric Providers (REPs) (see Attachment E for file layout) and the entire customer base file from the Telephone Service Providers (TSPs) from a secure file transfer protocol (FTP) website;
3. Every month, the LIDA merges the HHSC and Utility Provider's databases to create a list of matching clients;
4. At the end of the process (no later than the last day of the month), the LIDA notifies the REPs and TSPs that files are ready for downloading;
5. The LIDA sets up each utility with a secure user ID and password to access the files;
6. The LIDA maintains a batch, online portal, and application programming interface (API) which allows prepaid telephone carriers to reserve, add, switch, and enroll their Lifeline customer base after their own review process has been completed;
7. The LIDA maintains all necessary software and hardware for easy access and processing; and
8. When people receiving the discount fall off the HHSC automatic list, the LIDA sends them an application for self-enrollment and gives them a 2-month grace period status to continue to receive the discount. If the individual does not re-enroll in the 2 month period they will no longer receive the benefit until such time they are again on the HHSC file or they submit a self-enrollment form.

#### ***The Current Self-Enrollment Process***

1. The LIDA sends out application, certification and where necessary, household worksheet forms in both English and Spanish to those customers who request forms through the call center or online and want to enroll in the LITE-UP Texas Programs, approximately 15,000 applications, and 40,000 certification and household worksheet forms per month;
2. The LIDA processes the returned forms, approximately 17,000 applications, and 41,000 certification and household worksheets per month. All returned forms are processed within 7 business days of receipt;

3. The LIDA archives processed forms by maintaining hard copies in secure storage for a period of four years or scans forms into system and destroys paper copy;
4. The LIDA carries out special projects, as may be requested by the PUCT, e.g. a mass mailing of self-enrollment forms; and
5. All certification and household worksheet forms are scanned into the system.

### ***The Current Self Enrolled Eligibility Renewal Process***

1. Traditional TSP participants are eligible for the discount for 7 months. Currently, the LIDA reviews all participants' eligibility during their 6<sup>th</sup> month and sends renewal forms. The LIDA sends renewal forms to customers asking them to re-certify their status as low-income prior to the expiration of the 7th month.
2. The LIDA processes the returned forms within 7 business days of receipt.
3. The LIDA adjusts the database to reflect any changes.
4. The LIDA archives the processed documents.

### ***Current Matching Criteria***

1. For REPs:
  - a. SSN in Enrollment List to SSN in REP Customer List
  - b. Name and ESI ID in Enrollment List to Name and ESI ID in REP Customer List
  - c. Name and Mail Address in Enrollment List to Name and Service Address in REP Customer List
  - d. Name and Residence Address in Enrollment List to Name and Service Address in REP Customer List
  - e. SSN and Mail Address in Enrollment List to SSN and Service Address in REP Customer List
  - f. SSN and Residence Address in Enrollment List to SSN and Service Address in REP Customer List

Note: Mail and Residence Address match includes full address and full (5+4) zip code. The SSN match excludes dummy entries such as "000000000", "111111111" etc.

2. For TSPs:
  - a. SSN only in Enrollment List to SSN in TSP Customer List
  - b. Phone only in Enrollment List to Phone in TSP Customer List
  - c. Name and Mail Address in Enrollment List to Name and Service Address in TSP Customer List
  - d. Name and Residence Address in Enrollment List to Name and Service Address in TSP Customer List

Note: Mail and Residence Address match includes full address and full (5+4) zip code. The SSN match excludes dummy entries such as "000000000", "111111111" etc.

3. Additional Telephone Discount Processes
  - a. All self-enrollment records that have matched are further verified to confirm there is a valid, approved certification form in the database.

- b. All records that have matched are further verified for duplication to ensure that only one discount per household is given unless an approved household worksheet exists in the database.
- c. All records going through the discount process are CASS (Coding Accuracy Support System) certified. Any address that fails to CASS certify is returned to the submitting TSP.
- d. Any customer record that due to processing criteria is to be removed from the program is returned to the submitting Carrier in the Monthly de-enroll file.
- e. Any certification form that is reviewed and approved by the LIDA is returned to the providing TSP as a .pdf file.

### **Deliverables**

The following sections below describe deliverables under this contract: “Eligibility Verification for ETCs for Lifeline Purposes Only,” “Scanning,” “Fulfilment Requirements,” “Call Center,” “Frequently Asked Questions,” “SSAE 16 Audit,” and “Monthly Reports.”

### **Eligibility Verification for ETCs for Lifeline Purposes Only**

The LIDA must provide the ability for a TSP to verify a potential customer’s eligibility outside of the monthly process. The following methods are to be used to provide this functionality.

1. Flat file - on a nightly basis the TSP may provide a file of customers to be verified (see Exhibit 1 for file layout). A return file will be provided reporting the status of the submitted customer.
2. Web portal – The LIDA provides unique User Id and Password to each TSP for use on the Eligibility Portal. Customer information can be entered and the TSP will receive the customer status.
3. API – A TSP may call one of several provided API’s to obtain the eligibility status of a Customer in real time.

### **Scanning**

The LIDA must provide the ability to scan and store the Certification and Household Worksheet Forms as .PDF files. The Certification and/or Household forms are reviewed when the customer sends them back to the LIDA. If a Certification form is approved by the LIDA, it is sent to the TSP at the end of the month processing so they can have it on file as well. These images should be maintained by the LIDA for the life of the program.

Number of images currently scanned: 1,401,391

Disk space currently needed to store these images: 188 GB (202,114,404,352 bytes).

### **Fulfilment Requirements**

Below is a schedule of the contractor’s required current mail-outs and their frequency. This list is subject to change upon PUCT approval.

<b>Type</b>	<b>Frequency</b>	<b>Letter</b>	<b>Application</b>	<b>Cert. Form</b>	<b>HHWS</b>
Application Rejection (REJ) - A rejection letter explaining the reason(s) why the application was rejected and instructions for re-applying or disputing.	Weekly	X			
New Form Request (NFR) – An	Weekly		X	X	

enrollment document that is structured as an FAQ for both the telephone and electric discounts.					
Certification Rejection (CTR) – A rejection letter based on a submitted certification or HHWS form that was deemed incomplete.	Weekly	X		X	X
Application Cert Rejection (ACR) – A rejection letter explaining failure to submit a completed certification form and HHWS.	Weekly	X		X	X
Certification Resend (CRL) – Based on the customer’s re-print request a letter, which includes the certification form and HHWS.	Weekly	X		X	X
Multi-Discount (MDL) – A letter explaining the customer is receiving the Lifeline discount on more than one telephone number in the household.	Monthly	X		X	
Single Discount (SDL) – A letter explaining more than one Lifeline telephone discount has been identified at the residence address.	Monthly	X		X	X
New Discount (NDL) – A letter all new or returning Direct Enrollees receive, which requires them to fill out a certification form.	Monthly	X		X	
Renewal (REN) – A renewal letter explaining the customer must re-apply and be approved to remain on the program.	Monthly	X	X	X	
PUCT Annual Mailing – A letter to targeted potential customers who are enrolled in a qualified HHSC program and lives in an area that allows them to choose their electric company.(Adhoc)	Annual	X			

**a. Weekly Fulfillments**

**All weekly fulfillments are sent on Fridays to the contractor to be mailed on the following business day.**

**b. Monthly Fulfillments**

**All monthly fulfillments are mailed within 5 business days of receipt by the fulfillment center.**

**Call Center**

The LIDA operates a call center to handle calls about the discount programs. The call center is operational 24 hours a day, 7 days a week. The call has English and Spanish speaking operators

on site 24/7. The call center does NOT close for any holidays. The call center resides in Texas.

### **Frequently Asked Questions**

The LIDA maintains the frequently asked questions page. LIDA updates the site as needed. The site provides for the person looking at the FAQs to submit a question. The questions are routed to the PUCT to be answered. The FAQs are posted in English and Spanish.

### **SSAE 16 Audit**

The LIDA has an annual SSAE 16 audit completed by the end of March on the previous state fiscal year's Standard Operating Procedures. The Audit is required to have a special component detailing network security especially as it pertains to the handling of the HHSC confidential information, and a special component evaluating contractor's compliance with Article 18.12 of the Terms and Conditions pertaining to contractor's use of E-Verify.

### **Monthly Reports**

Monthly reports are due to the Commission by the 10<sup>th</sup> working day of the month for the previous month's business. If the 10<sup>th</sup> business day of the month falls on a weekend, the reports are due on the last business day before the weekend.

#### ***Current Monthly Reports***

1. LITE-UP Texas Enrollment Summary (Exhibit 4 to Attachment A, SOW)
2. LIDA Operations Rejection Code Summary (Exhibit 5 to Attachment A, SOW)
3. LIDA Operations TSP Summary (Exhibit 6 to Attachment A, SOW)
4. LIDA Operations REP Summary (Exhibit 7 to Attachment A, SOW)
5. Texas LIDA 6-month TSP Rolling Report (Exhibit 8 to Attachment A, SOW)
6. Texas LIDA 6-month REP Rolling Report (Exhibit 9 to Attachment A, SOW)
7. Monthly Call Reason Report (Exhibit 10 to Attachment A, SOW)
8. Monthly ACD Report (Exhibit 11 to Attachment A, SOW)
9. Monthly Report by Zip Code (Exhibit 12 to Attachment A, SOW)
10. Call Center Handle Time Report (Exhibit 13 to Attachment A, SOW)
11. Performance Measurements Report (Exhibit 14 to Attachment A, SOW)
12. Verification of all mailed letters
13. Verification of Call Center minutes
14. Verification of Applications, Certification Forms and Household Worksheets processed

### **Invoice**

The Invoice is due to the Commission by the 10<sup>th</sup> of the month. If the 10<sup>th</sup> day of the month falls on a weekend, the reports are due on the last business day before the weekend. The HUB subcontractor report shall be attached along with any backup for business reply mail. The invoice shall include the month and year the invoice is for, contract number, and a description of processes being billed for (to include quantity and contracted price).

### **Liquidated Damages**

If contractor breaches this agreement by failing to meet deadlines, payments to the individuals receiving benefits under the LIDA programs could be compromised. Damages to PUCT resulting

from contractor's failure to timely meet its obligations would be difficult to calculate at the time of breach, so this contract includes the following liquidated damages associated with the following deadlines:

- Contractor's Standard Operating Procedures (SOP) shall be delivered to the PUCT by December 15, 2015, and annually on December 15, regardless of whether there were changes to the procedure from the previous year. If the contractor fails to provide the SOP on the due date, contractor shall pay an initial \$5,000 in liquidated damages plus \$1,000 per day for each day after the due date until the procedures have been delivered.
- Contractor shall have a Disaster Recovery Plan and Business Continuity Plan in place. A copy of the plan(s) shall be delivered to the PUCT upon contract signing. An updated copy of the plan(s) shall be delivered to the PUCT annually by December 15. The plan(s) shall include the plans of all subcontractors (if applicable). If the contractor fails to provide the plan(s) on the due date, contractor shall pay an initial \$5,000 in liquidated damages plus \$1,000 per day for each day after the due date until the plans have been delivered.
- Contractor shall adhere to the posted processing schedule. If contractor fails to provide the output files to the utilities on the specified dates, contractor shall pay an initial \$5,000 in liquidated damages, plus \$1,000 per day for each day after the due date until the files have been posted.
- Contractor shall have the monthly reports and invoice delivered to the PUCT by the stated date. If contractor fails to deliver the monthly reports and/or invoice on those dates, contractor shall pay an initial \$5,000 in liquidated damages, plus \$1,000 per day each day until they are delivered. Correcting a monthly report or invoice after the due date will deem these documents late and therefore contractor will owe the above liquidated damages. Invoices must be accompanied by a letter from the contractor certifying that all the necessary information is being submitted correctly and on time.
- Contractor shall adhere to the number of days allowed for mail outs. If contractor fails to mail the letters in the allotted time, contractor shall pay liquidated damages of an initial \$25,000, plus \$1,000 per day for each day after the due date until all the mail outs have been sent.
- Contractor shall adhere to the timeframe of 7 business days to process and application or form from the date of receipt. If contractor fails to meet the 7 business days, contractor shall pay liquidated damages of \$500 per form per day assessment.

### **Additional Proposal Requirements and Information**

In addition to the above current requirements and reports, the proposals should include scanning of all self-enrollment applications and backup received. The PUCT shall have easy access to the applications along with the Certification and Household Worksheet forms.

Contractor shall include in their operational costs to cover database changes. The PUCT will not incur any cost for database changes due to legislation or PUCT needs.

Contractor shall include in their operational costs the cost of meeting with the Contract Manager in Austin twice per year.

Note about file structures: there are over 100 utilities and to change the file structure would be very

difficult.

### **Confidentiality and Information Security**

The work required by this contract involves handling confidential information in a secure way. Proposals should include a description of how proposer will maintain confidentiality and security of information related to the contract, and particularly personal information related to benefit recipients.

In order to evaluate beneficiaries' eligibility for benefits, contractor will need to receive information from the Texas Department of Health and Human Services (HHS). HHS provides this information to the PUCT and its contractor pursuant to a Data Use Agreement (DUA). As PUCT's subcontractor, contractor will be required to sign a Subcontractor Agreement Form that obligates contractor to comply with the terms of the DUA with HHS. The DUA and Subcontractor Agreement Form are included in this Statement of Work as Exhibit 15. HHS will also require the LIDA contractor to complete an Initial Security Evaluation before accessing HHS's information. Contractor shall sign the Subcontractor Agreement Form and complete the Initial Security Evaluation within the first ten (10) calendar days after the effective date of the contract.

**Exhibit 1 to Attachment A, SOW - Current File Format Information for HHSC Files**

**HHSC Record Layout**

FIELD NAME	SIZE	POSITION NUMBERS
PTCO-TELCO-RECORD		001-300
PTCO-ID-NUMBER	ALPHA 09	001-009
PTCO-ACTION	ALPHA 01	010-010
FILLER	ALPHA 02	011-012
PTCO-TDHS-STATUS-MMDDYY	NUMER 08	013-020
PTCO-NAME	ALPHA 22	021-042
PTCO-SSN	NUMER 09	043-051
FILLER	ALPHA 13	052-064
PTCO-MAIL-LINE1	ALPHA 22	065-086
PTCO-MAIL-LINE2	ALPHA 24	087-110
PTCO-MAIL-CITY	ALPHA 16	111-126
PTCO-MAIL-ST	ALPHA 02	127-128
PTCO-MAIL-ZIP	NUMER 05	129-133
PTCO-MAIL-ZIP-PLUS	NUMER 04	134-137
PTCO-RES-STREET	ALPHA 30	138-167
PTCO-RES-CITY	ALPHA 16	168-183
PTCO-RES-ST	ALPHA 02	184-185
PTCO-RES-ZIP	NUMER 05	186-190
PTCO-RES-ZIP-PLUS	NUMER 04	191-194
PTCO-BILL-NAME	ALPHA 22	195-216
PTCO-ACCT-SSN	NUMER 09	217-225
PTCO-CERT-NXX-AC	NUMER 03	226-228
PTCO-CERT-NXX-XCHNG	NUMER 03	229-231
PTCO-CERT-NXX-NR	NUMER 04	232-235
FILLER	ALPHA 23	236-258
PTCO-COUNTY	NUMER 03	259-261
FILLER	ALPHA 09	262-270
PTCO-BIRTH-DATE	NUMER 08	271-278
PTCO-PROGTYPE	ALPHA 03	279-281
PTCO-BASE-PLAN	ALPHA 02	282-283
FILLER	ALPHA 17	284-300

## HHSC Field Descriptions

FIELD	DESCRIPTION
PTCO-ID-NUMBER	Client Number derived in the SAVERR database <sup>1</sup> .
PTCO-ACTION	Type of transaction (A = add, D = delete)
PTCO-TDHS-STATUS-MMDDYY	Processing date of the file.
PTCO-NAME	The client name in LAST, FIRST MIDDLE format. The suffix (JR, SR, III, etc.) if any is placed between LAST and comma. The first blank occurs after the first name.
PTCO-SSN	The client's social security number.
PTCO-MAIL-LINE-1	The first line of the client's mailing address according to categorical records or the application form.
PTCO-MAIL-LINE-2	The second line of the client's mailing address according to categorical records or the application form.
PTCO-MAIL-CITY	The city of the client's mailing address according to categorical records or the application form.
PTCO-MAIL-ST	The state of the client's mailing address according to categorical records or the application form.
PTCO-MAIL-ZIP	The zip code of the client's mailing address according to categorical records or the application form.
PTCO-MAIL-ZIP-PLUS	The plus-four zip code of the client's mailing address.
PTCO-RES-STREET	The client's residence street address. Spaces if residence and mailing address are identical. For LifeLine, the residence address information is gathered from SDX, FX, AND TANF case files.
PTCO-RES-CITY	The client's city of residence. Spaces if residence and mailing address are identical. For LifeLine, the residence address information is gathered from SDX, FX, AND TANF case files.
PTCO-RES-ST	The client's state of residence. Spaces if residence and mailing address are identical. For LifeLine, the residence address information is gathered from SDX, FX, AND TANF case files.
PTCO-RES-ZIP	The zip code of the client's residence address. Spaces if residence and mailing address are identical. For LifeLine, the residence address information is gathered from SDX, FX, AND

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<sup>1</sup> SAVERR is HHSC's database. Contractor will be provided access to the necessary information from this database in order to perform duties under the contract.

	TANF case files.
PTCO-RES-ZIP-PLUS	The plus-four zip code of the client's residence address. Spaces if residence and mailing address are identical. For LifeLine, the residence address information is gathered from SDX, FX, AND TANF case files.
PTCO-ACCT-SSN	Social Security number taken from SAVERR.
PTCO-CERT-NXX-AC	Area code for the certifying telephone number.
PTCO-CERT-NXX-SCHNG	Local exchange for the telephone number.
PTCO-CERT-NXX-NR	Local extension or telephone number.
PTCO-ADDL-NXX-FLAG	Flag indicating if the client has an additional telephone number.
PTCO-ADDL-NXX-AC	Area code for the additional contact number.
PTCO-ADDL-NXX-XCHANG	Local exchange for the additional telephone number. Zeroes means no additional phone or the telephone number of the additional phone is unknown.
PTCO-ADDL-NXX-NR	Local extension or number. Nines means the telephone number of the additional phone is unlisted.
PTCO-COUNTY	The county of residence of the client converted to standard numeric code (001-264).
PTCO-BIRTH-DATE	This field is the client's date of birth.
PTCO-PROG-TYPE	Type Program is a code which identifies the TDHS program under which benefits are provided.
PTCO-BASE-PLAN	Base Plan is a code, which identifies the TDHS base plan under which benefits are provided. Base Plan is used here to distinguish nursing home, institutionalized, etc. clients.
FILLER	Spaces.

## Exhibit 2 – to Attachment A, SOW - Data Format Requirements For Electric Ccompanies

### Electric Company (REP, MOU, COOP) Input File Requirements

#### General

Each REP, MOU or COOP participating in the LITEUP program must provide on a monthly basis a **zip file** containing two files as specified below:

- A list of their active residential customers (residing in the state of Texas) in a comma delimited text file
- A separate control file showing the total number of rows residing in the text file

The company is then responsible for FTP'ing the Zip file to the Solix FTP site ("*Site location*"). Secure FTP Login instructions will be provided in a separate document.

#### Naming Convention

Each file generated must follow a common naming convention as shown below.

REP1nnnnnnnn_YYYYMM.zip      (containing the .txt and .ctrl files) REP1nnnnnnnn_YYYYMM.txt REP1nnnnnnnn_YYYYMM.ctrl  The suffix naming convention is:  <table><tr><td><b>.txt</b></td><td>Identifies the residential customer list</td></tr><tr><td><b>.ctrl</b></td><td>Identifies the control file</td></tr><tr><td><b>.zip</b></td><td>Identifies the zip file containing the other two files</td></tr></table>		<b>.txt</b>	Identifies the residential customer list	<b>.ctrl</b>	Identifies the control file	<b>.zip</b>	Identifies the zip file containing the other two files
<b>.txt</b>	Identifies the residential customer list						
<b>.ctrl</b>	Identifies the control file						
<b>.zip</b>	Identifies the zip file containing the other two files						
<b>REP</b>	This is a constant value that is used by the LIDA to distinguish between the electric and telephone programs. Whether your company is a REP, MOU or COOP please set this to a value of 'REP'						
<b>1nnnnnnnn</b>	A unique nine digit number assigned by the LIDA to each participating REP, MOU or COOP. This number will be provided to the REP, MOU or COOP under a separate document.						
<b>_</b>	An underscore						
<b>YYYYMM</b>	Four digit year and two digit month representing the year and month the file is being generated.						

## Input File Requirements

The file generated must be a comma delimited text file separated by commas with each character field enclosed in double quotation marks.

<u>Input Field Name</u>	<u>Description</u>	<u>Examples</u>
<b>Primary Name – Last</b>	The last name of the customer.	Jones Jones III Jones Jr
<b>Primary Name – First &amp; Middle</b>	The first name and middle initial of the customer.	Joseph H
<b>Primary SSN</b>	The social security number of the customer. (See <b>Note 1</b> )	012345678 (no dashes)
<b>Primary Telephone Number</b>	The 10-digit telephone number of the customer (includes area code). This is an optional field and should be provided if available.	5121234567 (no dashes)
<b>Service Address</b>	The address receiving the service. If a street address is not available, the company should populate this field with whatever address is on file for that customer.	123 Main St P.O. Box 123
<b>Service City</b>	The City Name.	Houston
<b>Service Zip</b>	The Zip Code or Zip Code Plus. If there is a Zip Code Plus, please place a hyphen between the Zip Code and the Zip Code Plus field.	78701 78701-1234
<b>ESI ID</b>	The ESI ID assigned to the specified service address. We are requiring ESI IDs in the ERCOT format. No hyphens or other formatting characters should be used when transmitting the ESI Id electronically.	<b>See Note 2</b>
<b>Customer Account Number</b>	The account number assigned to this customer by the company. (See <b>Note 3</b> )	

**Note 1:** This is an optional field. If the company captures the SSN and can supply it, it will assist the LIDA during the matching process by providing more accurate match criteria.

**Note 2:** The following text is ERCOT's description of the ESI ID:

A unique number within Texas assigned to each point-of-service between the Utility and an end-use Customer, which once created and assigned shall not be re-issued, even in the event of termination of the associated point-of-service. The ESI Id will have the following format:

**10xxxxxyy...yy**

Where:

**10** represents a placeholder for future use

**xxxxx** is the 5-digit DOE Id Code for the [serving] OR [assigning] Utility

yyy...yy is up to 29 alphanumeric characters assigned by the Utility. Allowable alphanumeric characters are 0-9, A-Z, and the space character. The space character should only be used to right-pad the field when less than 29 characters are used. The total length of the ESI Id is 36 alphanumeric characters.

**No hyphens or other formatting characters should be used when transmitting the ESI Id electronically.**

**Note 3:** This is an optional field.

#### **Sample Residential Customer List File Format**

**Filename:** REP1nnnnnnnn\_YYYYMM.txt

**Sample Filename:** REP100012345\_200901.txt

**Record Format:**

"Last Name","First Name","SSN","Tele Number","Address","City","Zip Code","ESI ID","Customer Account Number"

**Sample Record Format:**

All Fields Populated

"DOE","JOHN","123456789","5121234567","123 MAIN ST.,"ANYTOWN","78701-1234","10559804985739",  
"3ABC-18-9"

Primary SSN and Customer Account Number fields are not supplied (Notice the "" showing that the field is blank)

2) "DOE","JANE","", "5555551212","123 MAIN STREET","ANYTOWN","75201","123445992359049435", ""

#### **Sample Control File Format**

This file will only contain a single row with one column. The value of that column will be the total number of records found in the Residential Customer List (.txt file). For example, if the company generates a residential customer list to send to the LIDA containing 10,000 records, the control file would contain the value 10000 starting in position 1 of the record.

**Filename:** REP1nnnnnnnn\_YYYYMM.ctrl

**Sample Filename:** REP100012345\_200401.ctrl

**Record Format:** 999999999 (where 999999999 represents the total number of records in the .txt file)

**Sample Record:** 10000

### **Additional Examples of Correct Formats:**

**Names:** Middle name should be included in either First name or Last name without any quotes to it. Common mistakes in the first and last names are listed below. Correct format is also suggested.

<b>Wrong Format</b>	<b>Right format</b>
"Pat", "" "Martin", " III"" "" "Short", " M D"" "James" "BLOCKER", "" "Ronnie" GEORGE" "Ortiz "Cesar"" "Elizabeth"	"Pat", "Martin III" "Short M D", "James" "BLOCKER", "Ronnie GEORGE" "Ortiz Cesar", "Elizabeth"

**Address fields:** Some of the Address fields are provided with extra double quotes ( " ) in the middle, or additional quotes at the beginning or end of the address field. The below are the examples of the wrong and right formats respectively.

<b>Wrong Format</b>	<b>Right format</b>
"5101 North "A" Street, Apt. 218" "3301 N. "K" Center St" "" "132 S Main St" "132 S Main St""	"5101 North A Street, Apt. 218" "3301 N. K Center St" "132 S Main St" "132 S Main St"

**Phone Numbers:** Phone numbers should not have special characters like ( , ) , - or spaces in the numbers. It should be only 10 digits. The following formats shows common wrong formats and right once to them.

<b>Wrong Format</b>	<b>Right format</b>
"(555)-227-4736" "555-227-4736" "555 227 4736"	"5552274736" "5552274736" "5552274736"

**Social Security Numbers:** SSN also a string nine digit number without any Colons or spaces in between.

<b>Wrong Format</b>	<b>Right format</b>
"555-62-7837" "555 62 7837" [spaces between the numbers]	"555627837" "555627837"

## Electric Discount List File Layout

### General

The LIDA will generate a discount list for each Electric Company participating in the LITEUP program that has a residential customer that matched against the LITEUP Enrollment database.

The LIDA will provide a Zip file containing two additional files:

- A list of the company's residential customers who qualify for the discount in a comma delimited text file.
- A separate control file showing the total number of rows residing in the text file.

The LIDA will place the zip file on the Solix FTP site under the **“OUTPUT” directory** and notify the company that the file is ready for download. The company will then use the Secure FTP software to retrieve the zip file. Login instructions to the Solix FTP site will be provided in a separate document.

Each file will follow the common naming convention as shown below.

REP1nnnnnnnn_YYYYMM.zip      (containing the .txt and .ctrl files) REP1nnnnnnnn_YYYYMM.txt REP1nnnnnnnn_YYYYMM.ctrl	
The suffix naming convention is:	
<b>.txt</b>	Identifies the residential customer list
<b>.ctrl</b>	Identifies the control file
<b>.zip</b>	Identifies the zip file containing the other two files
<b>REP</b>	This is a constant value that is used by the LIDA to distinguish between the electric and telephone programs. Whether your company is a REP, MOU or COOP please set this to a value of 'REP'
<b>1nnnnnnnn</b>	A unique nine digit number assigned by the LIDA to each participating REP, MOU or COOP. This number will be provided to the REP, MOU or COOP under a separate document.
<b>_</b>	An underscore
<b>YYYYMM</b>	Four digit year and two digit month representing the year and month the file is being generated.

## Output File Layout

The file generated will be a comma delimited text file separated by commas with each character field enclosed in double quotation marks.

<u>Input Field Name</u>	<u>Description</u>	<u>Examples</u>
<b>ESIID</b>	The ESI ID assigned to the specified service address. This will be the same ESI ID provided by the REP.	10559804985739
<b>Street</b>	The address receiving the service. If a street address is not available, the company should populate this field with whatever address is on file for that customer.	100 Main St
<b>City</b>	The City Name.	Houston
<b>State</b>	The State Code	TX
<b>Zip Code</b>	The Zip Code or Zip Code Plus.	12345 12345-6789
<b>Customer Account Number</b>	The account number assigned to this customer by the company. (See Note 1)	3ABC-18-9
<b>Primary Name – Last</b>	The last name of the customer.	Jones Jones III
<b>Primary Name – First &amp; Middle</b>	The first name and middle initial of the customer.	Joseph H
<b>Primary SSN</b>	The social security number of the customer. (Note: optional - will only be provided if the REP included it in their input file.	012345678 (no dashes)

## Sample Residential Customer List Output File Format

**Filename:** REP1nnnnnnnnn\_YYYYMM.txt

**Sample Filename:** REP100012345\_200901.txt

### **Record Format:**

" ESIID", "Service Address", "City", "State", "Zip Code", "Customer Account Number", "Primary Last Name", "Primary First Name", "Social Security No"

### **Sample Records:**

#### All fields populated

"10559804985739", "100 MAIN ST.", "ANYTOWN", "TX", "78701-1234", "3ABC-18-9", "Doe", "John H", "123456789"

#### Customer Account Number (Notice the "" showing that the field is blank)

"10559804985739", "Doe", "John H", "1234567890", "100 MAIN ST.", "ANYTOWN", "TX", "78701-1234", "", "Doe", "John H", "123456789"

### **Sample Discount List File Format**

**Filename:** REP1nnnnnnnnn\_YYYYMM.txt

**Sample Filename:** REP100012345\_200901.txt

### **Sample Control File Format**

This file will only contain a single row with one column. The value of that column will be the total number of records representing the company's residential customers who qualify for the discount (.txt file). For example, if the LIDA matched 10,000 records of the company's residential customers who qualify for the discount, the control file would contain the value 10000 starting in position 1 of the record.

**Filename:** REP1nnnnnnnnn\_YYYYMM.ctrl

**Sample Filename:** REP100012345\_200901.ctrl

**Record Format:** 999999999 (where 999999999 represents the total number of records in the .txt file)

**Sample Record:** 10000

## Zip Software Compatibility Requirements

The Zip files can be created with WinZip or PKZip or any other software that maintains compatibility with WinZip8.1. Details of our Cross product compatibility test are as follows:

**Note:** Encrypted Zip files are not allowed. The Communication Channel (FTP Site) will be Encrypted to provide the desired security

### Cross Product Compatibility Test

<b><u>Zip</u></b> <b><u>UnZip</u></b>	<b>WinZip 8.1</b>	<b>WinZip 7.0</b>	<b>PKZip 6.0</b>	<b>PKZip 6.0 (Encrypted)</b>
<b>WINZIP 8.1</b>	●	●	●	
<b>WINZIP 7.0</b>	●	●	●	
<b>PKZIP 6.0</b>	●	●	●	
<b>PKZip 6.0 (Encrypted)</b>				●

## Exhibit 3 – to Attachment A, SOW - Data Format Requirements Telephone Companies

### Telephone Company Input File Requirements

#### General

Each Telephone Company participating in the LITEUP program must provide on a monthly basis a zip file containing two files as specified below:

- A list of their active residential customers (residing in the state of Texas) in a comma delimited text file
- A separate control file showing the total number of rows residing in the text file

The company is then responsible for FTP'ing the Zip file to the Solix FTP site (“*Site location*”). Secure FTP Login instructions will be provided in a separate document.

#### Naming Convention

Each file generated must follow a common naming convention as shown below.

TSP2nnnnnnnnn_YYYYMM.zip      ( <i>containing the .txt and .ctrl files</i> ) TSP2nnnnnnnnn_YYYYMM.txt TSP2nnnnnnnnn_YYYYMM.ctrl  The suffix naming convention is:  <table><tr><td><b>.txt</b></td><td>Identifies the residential customer list</td></tr><tr><td><b>.ctrl</b></td><td>Identifies the control file</td></tr><tr><td><b>.zip</b></td><td>Identifies the zip file containing the other two files</td></tr></table>		<b>.txt</b>	Identifies the residential customer list	<b>.ctrl</b>	Identifies the control file	<b>.zip</b>	Identifies the zip file containing the other two files
<b>.txt</b>	Identifies the residential customer list						
<b>.ctrl</b>	Identifies the control file						
<b>.zip</b>	Identifies the zip file containing the other two files						
<b>TSP</b>	This is a constant value that is used by the LIDA to distinguish between the electric and telephone programs.						
<b>2nnnnnnnnn</b>	A unique nine digit number assigned by the LIDA to each participating TSP. This number will be provided to the TSP under a separate document.						
<b>_</b>	An underscore						
<b>YYYYMM</b>	Four digit year and two digit month representing the year and month the file is being generated.						

## Input File Requirements

The file generated must be a comma delimited text file separated by commas with each character field enclosed in double quotation marks.

<u>Input Field Name</u>	<u>Description</u>	<u>Examples</u>
<b>Last Name</b>	The last name of the customer.	Jones Jones Jr
<b>First &amp; Middle Name</b>	The first name and middle initial of the customer.	Joseph H
<b>Primary SSN</b>	The social security number of the customer. <b>(See Note 1)</b>	012345678 (no dashes) 5678
<b>Telephone Number</b>	The 10-digit telephone number of the customer (includes area code).	1234567890 (no dashes)
<b>Service Address</b>	The address receiving the service. <b>A street address is required</b>	123 Main St 567 N Main St Apt 6
<b>Service City</b>	The City Name.	Houston
<b>Service Zip</b>	The Zip Code or Zip Code Plus. If there is a Zip Code Plus, please place a hyphen between the Zip Code and the Zip Code Plus field.	78701 78701-1234
<b>Customer Account Number</b>	The account number assigned to this customer by the company. <b>(See Note 2)</b>	
<b>Billing Address</b>	This should be provided if there is a billing address other than that provided as the Service Address. <b>Correspondence will be sent to this address.</b> If there is no separate billing address the Service address should be duplicated in this field.	123 Main St. P.O. Box 234
<b>Billing City</b>	The City Name of the Billing Address	Houston
<b>Billing State</b>	The State of the Billing Address	TX NM
<b>Billing Zip</b>	The Zip Code or Zip Code Plus of the Billing Address. If there is a Zip Code Plus, please place a hyphen between the Zip Code and the Zip Code Plus Field	78701 78701-1234
<b>Date of Birth</b>	The Date of Birth of the customer. Report as null if not available.	12/12/2013 (MM/DD/YYYY)
<b>Service Start Date</b>	The date when the customer's current service began. (See Note 3)	12/12/2013 (MM/DD/YYYY)
<b>Tribal Link-up Service Initiation Date</b>	This is the date of service initiation to which Tribal Link Up support applied.	12/12/2013 (MM/DD/YYYY)
<b>Blocked Discount</b>	This is an indicator identifying this record to not be considered for the Lifeline discount. (See Note 4)	Y N "" (null)

**Note 1:** The full SSN will assist the LIDA during the matching process by providing more accurate match criteria. Should there be privacy issues please provide the last 4 digits of the SSN.

**NOTE 2:** THIS IS AN OPTIONAL FIELD. IF THE COMPANY PROVIDES THE CUSTOMER ACCOUNT NUMBER IT WILL BE FLOWED BACK WHEN THE LIDA GENERATES THE DISCOUNT LIST. THIS WOULD ASSIST THE COMPANY IN APPLYING THE DISCOUNT.

**Note 3:** You must provide the latest Service Start Date for each customer (i.e., if a customer has been final billed during a given month, and that customer is re-acquired as a customer with the same telephone number the Service Start Date will reflect the date the customer was re-acquired).

**Note 4:** This field should be used when the provider wishes to block a residential customer from receiving the discount. Some examples of this are as follows although others may apply:

- Customer requested that they no longer be given the discount
- Customer is an employee receiving free telephone service

### **Sample Residential Customer List Input File Format**

**Filename:** TSP2nnnnnnnnn\_YYYYMM.txt

**Sample Filename:** TSP200012345\_201303.txt

**Record Format:**

"Last Name","First Name","SSN","Telephone Number","Address","City","Zip Code","Customer Account Number","Billing Address","Billing City","Billing Zip Code","Date of Birth","Service Start Date","Linkup Service Initiation Date","Blocked Discount"

**Sample Records:**

All fields populated

"DOE","JOHN","123456789","5121234567","123 MAIN ST.,"ANYTOWN","78701-1234","ZZZ-YY-XXX-T","123 MAIN ST.,"ANYTOWN","78701-1234","12/12/2012","1/12/2012","1/12/2012","Y"

Blocked Discount field not populated (Notice the "" showing that the field is blank)

"DOE","JOHN","123456789","5121234567","123 MAIN ST.,"ANYTOWN","78701-1234","","123 MAIN ST.,"ANYTOWN","78701-1234","12/12/2012","1/12/2012","1/12/2012",""

### **Sample Control File Format**

This file will only contain a single row with one column. The value of that column will be the total number of records found in the Residential Customer List (.txt file). For example, if the company generates a residential customer list to send to the LIDA containing 10,000 records, the control file would contain the value 10000 starting in position 1 of the record.

**Filename:** TSP2nnnnnnnnn\_YYYYMM.ctrl

**Sample Filename:** TSP200012345\_201303.ctrl

**Record Format:** 999999999 (where 999999999 represents the total number of records in the .txt file)

**Sample Record:** 10000

### Additional Examples of Correct Formats:

**Names:** Middle name should be included in either First name or Last name without any quotes to it. Common mistakes in the first and last names are listed below. Correct format is also suggested.

Wrong Format	Right format
"Pat", ""Martin", " III"" ""Short", " M D""", "James" "BLOCKER", ""Ronnie" GEORGE" "Ortiz "Cesar""", "Elizabeth"	"Pat", "Martin III" "Short M D", "James" "BLOCKER", "Ronnie GEORGE" "Ortiz Cesar", "Elizabeth"

**Address fields:** Some of the Address fields are provided with extra double quotes ( " ) in the middle, or additional quotes at the beginning or end of the address field. The below are the examples of the wrong and right formats respectively.

Wrong Format	Right format
"5101 North "A" Street, Apt. 218" "3301 N. "K" Center St" ""132 S Main St" "132 S Main St""	"5101 North A Street, Apt. 218" "3301 N. K Center St" "132 S Main St" "132 S Main St"

**Phone Numbers:** Phone numbers should not have special characters like (, ), - or spaces in the numbers. It should be only 10 digits. The following formats shows common wrong formats and right once to them.

Wrong Format	Right format
"(956)-227-4736" "956-227-4736" "956 227 4736"	"9562274736" "9562274736" "9562274736"

**Social Security Numbers:** SSN also a string nine digit number without any Colons or spaces in between.

Wrong Format	Right format
"466-62-7837" "466 62 7837" [spaces between the numbers] "*****7837"	"466627837" "466627837" "7837"

**Date of Birth:** Date of Birth in the format MM/DD/YYYY.

Wrong Format	Right format
"DECEMBER 12, 2012" "12.12.2012" "12122012"	"12/12/2012" "12/12/2012" "12/12/2012"

## Telephone Discount List File Layout

### General

The LIDA will generate a discount list for each Telephone Company participating in the LITEUP program that has a residential customer that matched against the LITEUP Enrollment database.

The LIDA will provide a Zip file containing two additional files:

- A list of the company's residential customers who qualify for the discount in a comma delimited text file.
- A separate control file showing the total number of rows residing in the text file.

The LIDA will place the zip file on the Solix FTP site under the **“OUTPUT” directory** and notify the company that the file is ready for download. The company will then use the Secure FTP software to retrieve the zip file. Login instructions to the Solix FTP site will be provided in a separate document.

Each file will follow the common naming convention as shown below.

TSP2nnnnnnnnn_YYYYMM.zip <i>(containing the .txt and .ctrl files)</i> TSP2nnnnnnnnn_YYYYMM.txt TSP2nnnnnnnnn_YYYYMM.ctrl	
The suffix naming convention is:	
<b>.txt</b>	Identifies the residential customer list
<b>.ctrl</b>	Identifies the control file
<b>.zip</b>	Identifies the zip file containing the other two files
<b>TSP</b>	This is a constant value that is used by the LIDA to distinguish between the electric and telephone programs.
<b>2nnnnnnnnn</b>	A unique nine digit number assigned by the LIDA to each participating TSP. This number will be provided to the TSP under a separate document.
<b>_</b>	An underscore
<b>YYYYMM</b>	Four digit year and two digit month representing the year and month the file is being generated.

## **Output File Layout**

The file generated will be a comma delimited text file separated by commas with each character field enclosed in double quotation marks.

**NOTE:** All fields prefixed with *primary* identify the person whom the service is provided for – not the person who is being billed unless they are one and the same. All fields prefixed with *service* represent the location (address, city and zip) that is receiving the service. With the exception of the last two fields shown, all other data will be the same as the data originally submitted by the company.

<b><u>Output Field Name</u></b>	<b><u>Description</u></b>	<b><u>Examples</u></b>
<b>Primary Name - Last</b>	The last name of the customer.	Jones Jones III Jones Jr
<b>Primary Name - First &amp; Middle</b>	The first name and middle initial of the customer.	Joseph H
<b>Primary SSN</b>	The social security number of the customer.	012345678 1234
<b>Primary Telephone Number</b>	The 10-digit telephone number of the customer (includes area code).	1234567890 (no dashes)
<b>Service Address</b>	The address receiving the service.	123 Main St First house on left
<b>Service City</b>	The City Name.	Houston
<b>Service Zip</b>	The Zip Code or Zip Code Plus.	78701 787011234
<b>Customer Account Number</b>	The account number assigned to this customer by the company. (See Note 1)	
<b>Date of Birth</b>	The birth date of the customer	12/12/2012 (MM/DD/YYYY)
<b>Certification Approval Date</b>	This is the date that the Lifeline Certification Form was reviewed and approved by the LIDA, or 5/31/2012 for all customers who have been continuously receiving the discount from May 31, 2012.	12/12/2012 (MM/DD/YYYY)
<b>Resident of Tribal Lands</b>	This will be provided if an application was received indicating that the applicant is a resident of an approved Texas tribe	Y/N

**Note 1:** This is an optional field. If the company provides the customer account number it will be flowed back on the discount list.

### **Sample Residential Customer List Output File Format**

**Filename:** TSP2nnnnnnnnn\_YYYYMM.txt

**Sample Filename:** TSP200012345\_201303.txt

**Record Format:**

" Last Name", "First Name", "SSN", "Tele Number", "Address", "City", "Zip Code", "Customer Account Number", "Date of Birth", "Certification Approval Date", "Resident of Tribal Land"

**Sample Records:**

All fields populated

"DOE", "JOHN", "123456789", "5121234567", "123 MAIN ST.", "ANYTOWN", "78701-1234", "ZZZ-YY-M",  
"12/12/2012", "6/30/2012", "N"

Customer Account Number fields are not supplied (Notice the "" showing that the field is blank)

" DOE", "JANE", "123456789", "5555551212", "123 MAIN STREET", "ANYTOWN", "75201", "", "12/12/2012",  
"6/30/2012", "N"

### **Sample Control File Format**

This file will only contain a single row with one column. The value of that column will be the total number of records representing the company's residential customers who qualify for the discount (.txt file). For example, if the LIDA matched 10,000 records of the company's residential customers who qualify for the discount, the control file would contain the value 10000 starting in position 1 of the record.

**Filename:** TSP2nnnnnnnnn\_YYYYMM.ctrl

**Sample Filename:** TSP200012345\_201303.ctrl

**Record Format:** 999999999 (where 999999999 represents the total number of records in the .txt file)

**Sample Record:** 10000

## Telephone Discount Output – Form Map

### General

The LIDA will generate a file that provides a map of Lifeline Certification Form images to the customer's Telephone Number. Each file will follow the common naming convention as shown below.

TSP2nnnnnnnnn_YYYYMM_FORMS.zip <i>(containing the .txt and .ctrl files)</i> TSP2nnnnnnnnn_YYYYMM.pdf TSP2nnnnnnnnn_YYYYMM_Form_Map.txt	
The suffix naming convention is:	
<b>.txt</b>	Identifies the cross-reference of Lifeline Certification Form Images to Telephone Numbers
<b>.ctrl</b>	Identifies the Lifeline Certification Form Images
<b>.zip</b>	Identifies the zip file containing the other two files
<b>TSP</b>	This is a constant value that is used by the LIDA to distinguish between the electric and telephone programs.
<b>2nnnnnnnnn</b>	A unique nine digit number assigned by the LIDA to each participating TSP. This number will be provided to the TSP under a separate document.
<b>_</b>	An underscore
<b>YYYYMM</b>	Four digit year and two digit month representing the year and month the file is being generated.

## **Output File Layout**

The file generated will be a comma delimited text file separated by commas with each character field enclosed in double quotation marks.

<b><u>FORMS Field Names</u></b>	<b><u>Description</u></b>	<b><u>Examples</u></b>
<b>TSP</b>	The TSP ID of the telephone provider	TSP200000999
<b>Telephone Number</b>	The Customer's telephone number	1234567890
<b>Image Name</b>	The file name of the image of the Lifeline Certification Form related to the Customer's telephone number	
<b>Certification Approval Date</b>	The date that the Lifeline Certification Form was approved.	12/12/2012 (MM/DD/YYYY)

## **Sample Form Map Output File**

**Filename:** TSP2nnnnnnnn\_YYYYMM\_Form\_Map.txt

**Sample Filename:** TSP200012345\_201303\_Form\_Map.txt

**Record Format:**

"TSP", "Telephone Number", "Image Name", "Certification Approval Date"

**Sample Records:**

All fields populated

"200000999", "1234567890", "TL201060112301303299-20120725-13120963.pdf", "12/12/2012"

## Telephone De-Enrolled List File Layout

### General

The LIDA will generate a list of all customers who were de-enrolled during the matching process.

Each file will follow the common naming convention as shown below.

TSP2nnnnnnnnn_YYYYMM_De-enrollees.zip <i>(containing the .txt and .ctrl files)</i> TSP2nnnnnnnnn_YYYYMM_De-enrollees.txt TSP2nnnnnnnnn_YYYYMM_De-enrollees.ctrl  The suffix naming convention is:  <b>.txt</b> Identifies the de-enrolled customer list <b>.ctrl</b> Identifies the control file <b>.zip</b> Identifies the zip file containing the other two files	
<b>TSP</b>	This is a constant value that is used by the LIDA to distinguish between the electric and telephone programs.
<b>2nnnnnnnnn</b>	A unique nine digit number assigned by the LIDA to each participating TSP. This number will be provided to the TSP under a separate document.
<b>_</b>	An underscore
<b>YYYYMM</b>	Four digit year and two digit month representing the year and month the file is being generated.

## **OUTPUT FILE LAYOUT – De-Enrolled Customers**

The file generated will be a comma delimited text file separated by commas with each character field enclosed in double quotation marks.

<b><u>Output Field Name</u></b>	<b><u>Description</u></b>	<b><u>Examples</u></b>
<b>Primary Name - Last</b>	The last name of the customer.	Jones Jones III Jones Jr
<b>Primary Name - First &amp; Middle</b>	The first name and middle initial of the customer.	Joseph H
<b>Primary SSN</b>	The social security number of the customer.	012345678 1234
<b>Primary Telephone Number</b>	The 10-digit telephone number of the customer (includes area code).	1234567890 (no dashes)
<b>Service Address</b>	The address receiving the service.	123 Main St First house on left
<b>Service City</b>	The City Name.	Houston
<b>Service Zip</b>	The Zip Code or Zip Code Plus.	78701 787011234
<b>Customer Account Number</b>	The account number assigned to this customer by the company. (See Note 1)	
<b>De-Enrolled Date</b>	This will be the date LIDA De-enrolled the customer	12/12/2012 (MM/DD/YYYY)

**Note 1:** This is an optional field. If the company provides the customer account number it will be flowed back on the discount list.

### **Sample Residential De-Enrollees Output File Format**

**Filename:** TSP2nnnnnnnn\_YYYYMM\_De-enrollees.txt

**Sample Filename:** TSP200012345\_201303\_De-enrollees.txt

**Record Format:**

" Last Name", "First Name", "SSN", "Tele Number", "Address", "City", "Zip Code", "Customer Account Number", "De-Enrolled Date"

**Sample Records:**

All fields populated

"DOE", "JOHN", "123456789", "5121234567", "123 MAIN ST.", "ANYTOWN", "78701-1234", "ZZZ-YY-M", "6/30/2012"

Customer Account Number fields are not supplied (Notice the "" showing that the field is blank)

"DOE", "JANE", "123456789", "5555551212", "123 MAIN STREET", "ANYTOWN", "75201", "", "6/30/2012"

### **Sample Control File Format**

This file will only contain a single row with one column. The value of that column will be the total number of records representing the company's residential customers who qualify for the discount (.txt file). For example, if the LIDA matched 10,000 records of the company's residential customers who qualify for the discount, the control file would contain the value 10000 starting in position 1 of the record.

**Filename:** TSP2nnnnnnnn\_YYYYMM\_De-enrollees.ctrl

**Sample Filename:** TSP200012345\_201303\_De-enrollees.ctrl

**Record Format:** 999999999 (where 999999999 represents the total number of records in the .txt file)

**Sample Record:** 10000

The file generated will be a comma delimited text file separated by commas with each character field enclosed in double quotation marks.

<b><u>Input Field Name</u></b>	<b><u>Description</u></b>	<b><u>Examples</u></b>
<b>Last Name</b>	The customer's last name.	Acosta
<b>SSN-4</b>	The last 4 digits of the customer's social security number.	2487
<b>Date of Birth</b>	The customer's date of birth	10/14/1941
<b>Zip Code</b>	Zip code	78701

#### PREPAID LOOKUP OUTPUT FILE LAYOUT

The file generated will be a comma delimited text file separated by commas with each character field enclosed in double quotation marks.

<b><u>Input Field Name</u></b>	<b><u>Description</u></b>	<b><u>Examples</u></b>
<b>Last Name</b>	The customer's last name.	Acosta
<b>SSN-4</b>	The last 4 digits of the customer's social security number.	2487
<b>Date of Birth</b>	The customer's date of birth	10/14/1941
<b>Zip Code</b>	Zip code	78701
<b>Verification</b>	Determination if the customer is currently eligible to receive the discount	Not-Eligible, Eligible, Inconclusive
<b>Discount</b>	Determination if the customer is currently receiving the discount.	No, Yes
<b>Household Worksheet</b>	Determination if the customer needs to fill out and submit a household worksheet	No, Yes, -
<b>Reserve Status</b>	Determination if the customer can be reserved	Cannot Reserve, Can Reserve, Already Reserved
<b>Confirmation #</b>	The confirmation number generated by the system as a result of the look-up	4166253

## Zip Software Compatibility Requirements

The Zip files can be created with WinZip or PKZip or any other software that maintains compatibility with WinZip8.1. Details of our Cross product compatibility test are as follows:

**Note:** Encrypted Zip files are not allowed. The Communication Channel (FTP Site) will be Encrypted to provide the desired security

### Cross product Compatibility Test

<b><u>Zip</u></b> <b><u>UnZip</u></b>	<b>WinZip 8.1</b>	<b>WinZip 7.0</b>	<b>PKZip 6.0</b>	<b>PKZip 6.0 (Encrypted)</b>
<b>WINZIP 8.1</b>	●	●	●	
<b>WINZIP 7.0</b>	●	●	●	
<b>KZIP 6.0</b>	●	●	●	
<b>PKZip 6.0 (Encrypted)</b>				●

**Exhibit 4 – to Attachment A, SOW - LITE-UP Texas Enrollment Summary Report**  
**November 2014**

<b><u>Enrollment Statistics</u></b>	<b><u>October 2014</u></b>	<b><u>November 2014</u></b>
Number of Active Telephone Service Providers	129	129
Number of TSP Records Loaded	3,798,685	3,659,691
Number of Active Retail Electric Providers	68	67
Number of REP Records Loaded	6,154,216	6,161,030
Number of Records Provided for Telephone Discount Match	5,711,056	5,736,083
Number of Records Provided for Electric Discount Match	2,422,570	2,424,288
Number of Records Provided by HHSC	5,525,152	5,557,884
Number of HHSC Records Added	267,705	286,629
Number of HHSC Records Deleted	259,641	253,897
Number of HHSC Renewal Records	62,645	59,565
Number of Self-Enrollment Records	102,909	71,919
Number of Renewal Records (grace period)	261,667	122,171
Number of Records Expired due to Lack of Renewal (60 day report)	94,213	95,911

<b><u>Eligibility Statistics</u></b>	<b><u>October 2014</u></b>	<b><u>November 2014</u></b>
Number of Records Matched for Telephone Discount	711,863	723,382
Direct Enrollee Records Matched for Telephone Discount	701,796	714,216
Self-enrollment Records Matched for Telephone Discount	10,067	9,166
Self-enrollment Records Eligible for Telephone Discount	188,213	180,078
Number of Records Matched for Electric Discount	592,894	590,524
Direct Enrollee Records Matched for Electric Discount	523,270	523,142
Self-enrollment Records Matched for Electric Discount	69,624	67,382
Self-enrollment Records Eligible for Electric Discount	194,280	183,220

<b><u>Production Statistics</u></b>	<b><u>October 2014</u></b>	<b><u>November 2014</u></b>
Self-Enrollment Applications Processed	15,918	6,960
Self-enrollment Applications Certified for Telephone	9,649	4,201
Self-Enrollment Applications Rejected for Telephone	6,269	2,759
Self-enrollment Applications Certified for Electric	9,640	4,475
Self-Enrollment Applications Rejected for Electric	6,278	2,485
Cert/Worksheet Production (incl. Duplicative reviews)	24,201	22,966

*Note: Production Statistics are based on calendar month rather than process month.*

<b><u>Fulfillment Statistics</u></b>	<b><u>October 2014</u></b>	<b><u>November 2014</u></b>
New Application Requests	7,865	3,496
Renewal Notifications	64,095	61,308
Application Status Letter	8,920	3,496
New Discount Letters	20,905	19,125
Cert/Worksheet Rejection Letters	14,552	8,806
Instant Status Notifications	8,047	3,414

<b><u>Other Information</u></b>	<b><u>October 2014</u></b>	<b><u>November 2014</u></b>
Incoming Applications - UPS	11,678	7,043
Incoming Applications - Faxed	3,361	2,072
Incoming Certs/Worksheets - UPS	13,320	9,096
Online Application Requests	5,071	2,941
Cricket Applications	66	10

**Exhibit 5 – to Attachment A, SOW - LIDA Operations Rejection Code Summary****November 2014**

<b>Code</b>	<b>Rejection Reasons</b>	<b>Electric</b>	<b>Telephone</b>
3	Applicant not eligible for Medicaid	5	-
9	No Income Documentation	1,225	693
12	No signature	290	455
13	Income exceeds 150% of the fed	-	88
14	No Benefit Documentation	407	-
15	Name on telephone bill does not match the application name	-	13
16	Name on electric bill does not match the application name	4	-
17	Name(s) on proof of eligibility do not match app name	6	-
25	Income Tax Documents not signed	7	10
26	Insufficient proof of income	268	322
27	Address on proof of eligibility does not match app address	10	132
28	Address on Telephone Bill does not match app address	-	28
29	Address on Electric Bill does not match app address.	22	-
30	Income exceeds 125% of the fed	260	-
50	No Documentation Provided with Application	85	57
54	No Benefit Documentation	-	792
71	No Cert Form/HH Worksheet	-	1,463
72	No SS# and/or Date of Birth Provided	-	254
80	ID verification DOB is below minimum	-	3
81	ID verification no DOB available	-	35
82	ID verification SSN does not match	-	29
84	ID verification SSN issued prior to DOB	-	8
85	ID verification SSN not found	-	13
86	ID verification Subject is deceased	-	1
87	ID not located	-	37

**Exhibit 6 – to Attachment A, SOW - LIDA Operations TSP Summary**

**November 2014**

**(Partial Shown for Space Considerations)**

<b>TSP ID</b>	<b>TSP Name</b>	<b>Received Date</b>	<b>Status</b>	<b>Submitted</b>	<b>Loaded</b>	<b>Rejected</b>	<b>Discounts</b>	<b>% Rejected</b>
200000001	Company 1	11/19/2014	On-Time	1,088	1,061	27	35	2.54%
200000002	Company 2	10/30/2014	On-Time	9,335	9,327	8	159	0.09%
200000003	Company 3	11/19/2014	On-Time	3,304	3,195	109	281	3.41%
200000004	Company 4	11/17/2014	On-Time	729	695	34	44	4.89%
200000005	Company 5	11/19/2014	On-Time	57	48	9	0	18.75%
200000006	Company 6	11/19/2014	On-Time	3,153	3,083	70	137	2.27%
200000007	Company 7	11/19/2014	On-Time	1,777	1,774	3	205	0.17%
200000008	Company 8	11/18/2014	On-Time	745	738	7	29	0.95%
200000009	Company 9	11/18/2014	On-Time	407	407	0	17	0.00%
200000010	Company 10	11/17/2014	On-Time	2,622	2,622	0	177	0.00%
200000011	Company 11	11/19/2014	On-Time	4,234	4,234	0	191	0.00%
200000016	Company 12	11/19/2014	On-Time	1,475	1,417	58	55	4.09%
200000017	Company 13	11/17/2014	On-Time	4,651	4,563	88	110	1.93%
200000018	Company 14	11/18/2014	On-Time	2,578	2,556	22	130	0.86%
200000019	Company 15	11/18/2014	On-Time	1,079	1,048	31	20	2.96%
200000020	Company 16	11/17/2014	On-Time	623	622	1	30	0.16%
200000021	Company 17	11/19/2014	On-Time	1,098	892	206	3	23.09%
200000023	Company 18	11/14/2014	On-Time	15,037	15,003	34	928	0.23%
200000024	Company 19	11/18/2014	On-Time	623	604	19	51	3.15%
200000025	Company 20	11/19/2014	On-Time	312	309	3	19	0.97%
200000026	Company 21	11/18/2014	On-Time	11,215	11,215	0	688	0.00%
200000027	Company 22	11/18/2014	On-Time	2,000	1,999	1	17	0.05%
200000028	Company 23	11/19/2014	On-Time	603	585	18	30	3.08%
200000029	Company 24	11/18/2014	On-Time	12,864	12,841	23	298	0.18%

**Exhibit 7 – to Attachment A, SOW - LIDA Operations REP Summary****November 2014****(Partial Shown for Space Considerations)**

REP_Id	Rep_Name	Received Date	Status	Submitted	Loaded	Rejected	Discounts	% Rejected
100000003	Company 1	11/20/2014	On-Time	8,625.00	8,625.00	0.00	339	0.00%
100000006	Company 2	11/19/2014	On-Time	181,050.00	179,338.00	1,712.00	34017	0.95%
100000008	Company 3	11/19/2014	On-Time	205,556.00	205,365.00	191.00	25884	0.09%
100000011	Company 4	11/19/2014	On-Time	107,071.00	106,614.00	457.00	20429	0.43%
100000012	Company 5	11/19/2014	On-Time	117,740.00	117,740.00	0.00	5334	0.00%
100000014	Company 6	11/19/2014	On-Time	3,804.00	3,804.00	0.00	124	0.00%
100000015	Company 7	11/18/2014	On-Time	205,978.00	205,649.00	329.00	29408	0.16%
100000018	Company 8	11/20/2014	On-Time	1,263,118.00	1,263,115.00	3.00	100164	0.00%
100000019	Company 9	11/20/2014	On-Time	31,065.00	31,064.00	1.00	1146	0.00%
100000021	Company 10	11/18/2014	On-Time	34,245.00	33,996.00	249.00	2600	0.73%
100000022	Company 11	11/20/2014	On-Time	1,506,967.00	1,506,936.00	31.00	132551	0.00%
100000025	Company 12	11/19/2014	On-Time	40,944.00	40,352.00	592.00	4201	1.47%
100000026	Company 13	11/18/2014	On-Time	110,251.00	110,082.00	169.00	7406	0.15%
100000029	Company 14	11/20/2014	On-Time	925.00	925.00	0.00	107	0.00%
100000031	Company 15	11/20/2014	On-Time	5,748.00	5,748.00	0.00	1813	0.00%
100000033	Company 16	11/20/2014	On-Time	124,577.00	124,577.00	0.00	5223	0.00%
100000034	Company 17	11/20/2014	On-Time	34,035.00	34,035.00	0.00	1620	0.00%
100000035	Company 18	11/20/2014	On-Time	318,219.00	318,219.00	0.00	41891	0.00%
100000037	Company 19	11/17/2014	On-Time	96,042.00	95,792.00	250.00	2049	0.26%
100000040	Company 20	11/20/2014	On-Time	3,825.00	3,825.00	0.00	68	0.00%
100000043	Company 21	11/17/2014	On-Time	9,490.00	8,862.00	628.00	955	7.09%
100000045	Company 22	11/20/2014	On-Time	30,417.00	30,414.00	3.00	532	0.01%
100000046	Company 23	11/20/2014	On-Time	385,399.00	384,254.00	1,145.00	49110	0.30%
100000047	Company 24	11/19/2014	On-Time	242.00	188.00	54.00	3	28.72%
100000049	Company 25	11/19/2014	On-Time	12,239.00	12,238.00	1.00	585	0.01%

**Exhibit 8 – to Attachment A, SOW Texas LIDA 6-Month TSP Rolling Report****November 2014****(Partial Shown for Space Considerations)**

TSP_Id	TSP_Name	Total	201412	201501	201502	201503	201504	201505
200000002	Company 1	5	1	1	-	1	2	-
200000003	Company 2	12	3	4	-	2	3	-
200000004	Company 3	6	1	1	1	-	2	1
200000006	Company 4	1	-	-	-	-	-	1
200000007	Company 5	3	1	1	-	-	1	-
200000008	Company 6	1	-	-	1	-	-	-
200000010	Company 7	1	-	-	-	-	1	-
200000011	Company 8	4	-	1	-	1	-	2
200000016	Company 9	1	-	-	-	1	-	-
200000017	Company 10	8	-	1	-	3	4	-
200000018	Company 11	2	-	-	-	2	-	-
200000019	Company 12	1	1	-	-	-	-	-
200000023	Company 13	14	4	1	3	1	3	2
200000024	Company 14	1	-	-	1	-	-	-
200000026	Company 15	7	1	1	-	3	1	1
200000027	Company 16	1	-	-	-	1	-	-
200000028	Company 17	2	-	-	-	-	1	1
200000029	Company 18	15	3	1	2	2	5	2
200000030	Company 19	3	-	-	1	1	1	-
200000032	Company 20	32	6	6	3	4	8	5
200000033	Company 21	9	1	-	2	2	3	1
200000034	Company 22	3	1	2	-	-	-	-
200000035	Company 23	1	-	-	1	-	-	-
200000040	Company 24	1	-	-	-	-	1	-

**Exhibit 9 – to Attachment A, SOW - Texas LIDA 6 Month REP Rolling Report**

**November 2014**

**(Partial Shown for Space Considerations)**

<b>REP ID</b>	<b>Rep Name</b>	<b>Total</b>	<b>201412</b>	<b>201501</b>	<b>201502</b>	<b>201503</b>	<b>201504</b>	<b>201505</b>
100000003	Company 1	5	1	-	3	-	1	-
100000005	Company 2	1	-	-	-	-	1	-
100000006	Company 3	610	97	103	112	102	123	73
100000008	Company 4	655	112	157	118	82	118	68
100000011	Company 5	412	63	96	77	51	76	49
100000012	Company 6	189	33	46	29	24	37	20
100000014	Company 7	2	1	-	-	-	-	1
100000015	Company 8	731	109	158	155	106	117	86
100000018	Company 9	3128	501	617	603	451	590	366
100000019	Company 10	32	12	6	3	-	5	6
100000021	Company 11	97	20	20	23	12	8	14
100000022	Company 12	3999	639	810	769	580	760	441
100000025	Company 13	81	16	14	12	16	17	6
100000026	Company 14	179	30	39	35	23	27	25
100000029	Company 15	7	3	1	1	1	1	-
100000031	Company 16	25	5	5	5	4	2	4
100000033	Company 17	241	41	41	49	39	39	32
100000034	Company 18	61	5	9	11	14	17	5
100000035	Company 19	981	157	221	174	143	179	107
100000037	Company 20	104	11	15	21	16	25	16
100000040	Company 21	4	1	1	1	1	-	-
100000043	Company 22	27	2	5	5	3	7	5
100000045	Company 23	25	5	2	5	2	5	6
100000046	Company 24	871	132	201	182	127	161	68
100000049	Company 25	31	7	4	7	5	7	1
100000052	Company 26	72	8	17	13	12	11	11
100000055	Company 27	15	2	2	4	1	1	5

**Exhibit 10 – to Attachment A, SOW - November 2014 CALL REASON REPORT**

**(Partial Shown for Space Considerations)**

<b>Date</b>	<b>App Reque st</b>	<b>AW</b>	<b>Cert Comple t</b>	<b>Chang e of Addres s</b>	<b>Eligibilit y</b>	<b>Hang Up</b>	<b>Help Completi ng Applicatio n</b>	<b>Imm Assis t</b>	<b>Incomplete Certificatio n</b>	<b>Lookup Compan y</b>	<b>No Answ er</b>	<b>No Longer receivin g discoun t</b>	<b>No Longer wants discou nt</b>
11/1/2014		3		2	55	23	8	1				3	1
	-	3	-	2	55	23	8	1	-	-	-	3	1
11/2/2014	13	1			18	17	1					2	
11/3/2014	237	6	1	8	570	72	55	36	1			22	12
11/4/2014	152	6	1	11	462	58	39	22				26	3
11/5/2014	169	13		4	389	56	37	18				21	5
11/6/2014	135	7		5	360	49	45	17				10	4
11/7/2014	106	12	2	2	434	59	58	17				11	14
11/8/2014	24	7			123	22	21	5				10	4
	<b>836</b>	<b>52</b>	<b>4</b>	<b>30</b>	<b>2,356</b>	<b>333</b>	<b>256</b>	<b>115</b>	<b>1</b>	<b>-</b>	<b>-</b>	<b>102</b>	<b>42</b>
11/9/2014	6	9		1	49	16	3	3					1
11/10/201													

4	178	16		7	645	62	135	21				20	16
11/11/2014	104	7		2	371	48	73	15		1		19	3
11/12/2014	159	7		4	388	62	64	17				16	12
11/13/2014	116	8	1	2	320	53	63	8	2			19	7
11/14/2014	137	5	1	4	259	44	47	21	1			13	1
11/15/2014	23	1		1	63	18	10	3				1	3
	<b>723</b>	<b>53</b>	<b>2</b>	<b>21</b>	<b>2,095</b>	<b>303</b>	<b>395</b>	<b>88</b>	<b>3</b>	<b>1</b>	<b>-</b>	<b>88</b>	<b>43</b>

Call Reason Report Columns Represented:

- Date
- App Request
- [Company]
- Cert Complete
- Change of Address
- Eligibility
- Hang Up
- Help Completing Application
- Immediate Assistance
- Incomplete Certification
- Lookup Company
- No Answer
- No Longer Receiving Discount
- No Longer Wants Discount
- Parked Call
- Program Questions
- Receipt of App
- Received Rejection Letter
- Refer to Electric Co
- Refer to Phone Co
- Refer to TDHS
- Renewals
- Rep Questions
- Re-skill
- System Issues
- [company]
- TSP Questions

**Exhibit 11 – to Attachment A, SOW November 2014 ACD Report**  
**(Partial Shown for Space Considerations)**

<b>Campaign</b>	<b>Date</b>	<b>Day</b>	<b>Handled</b>	<b>English</b>	<b>Spanish</b>	<b>Abandons</b>	<b>Avg Handle Time (Seconds)</b>	<b>Avg Handle Time (Minutes)</b>	<b>Service Level</b>	<b>Avg Abandon Time</b>
Texas LIDA	2014-11-01	Saturday	329	272	57	18	227.94	3.80	92.78%	0.09
		<b>Weekly Total</b>	<b>329</b>	<b>272</b>	<b>57</b>	<b>18</b>	<b>227.94</b>	<b>3.80</b>	<b>92.78%</b>	<b>0.09</b>
Texas LIDA	2014-11-02	Sunday	114	100	14	12	218.37	3.64	85.64%	0.10
Texas LIDA	2014-11-03	Monday	1,645	1,379	266	40	272.69	4.54	89.30%	0.11
Texas LIDA	2014-11-04	Tuesday	1,238	1,028	210	42	284.82	4.75	88.55%	0.14
Texas LIDA	2014-11-05	Wednesday	1,194	992	202	33	294.52	4.91	91.76%	0.15
Texas LIDA	2014-11-06	Thursday	1,076	936	140	23	298.63	4.98	92.08%	0.09
Texas LIDA	2014-11-07	Friday	1,213	1,051	162	32	301.15	5.02	83.45%	0.27
Texas LIDA	2014-11-08	Saturday	419	357	62	18	301.47	5.02	86.58%	0.15
		<b>Weekly Total</b>	<b>6,899</b>	<b>5,843</b>	<b>1,056</b>	<b>200</b>	<b>288.55</b>	<b>4.81</b>	<b>88.86%</b>	<b>0.15</b>
Texas LIDA	2014-11-09	Sunday	159	145	14	18	232.21	3.87	82.94%	0.12
Texas LIDA	2014-11-10	Monday	1,844	1,560	284	71	316.98	5.28	72.96%	0.52
Texas LIDA	2014-11-11	Tuesday	1,177	977	200	54	301.84	5.03	61.19%	0.65

Texas LIDA	2014-11-12	Wednesday	1,196	1,021	175	25	309.07	5.15	91.36%	1.05
Texas LIDA	2014-11-13	Thursday	1,064	885	179	34	299.77	5.00	90.02%	0.19
Texas LIDA	2014-11-14	Friday	939	802	137	30	305.26	5.09	82.96%	0.23
Texas LIDA	2014-11-15	Saturday	243	202	41	12	262.85	4.38	91.34%	0.16
		<b>Weekly Total</b>	<b>6,622</b>	<b>5,592</b>	<b>1,030</b>	<b>244</b>	<b>304.41</b>	<b>5.07</b>	<b>79.09%</b>	<b>0.48</b>
Texas LIDA	2014-11-16	Sunday	108	96	12	17	248.07	4.13	74.91%	0.31

**Exhibit 12 – to Attachment A, SOW Monthly (Report) By ZIP Code – November 2014**  
**(Partial Shown for Space Considerations)**

<b>CITY</b>	<b>BIP</b>	<b>Grand Total</b>
-	-	<b>6,310</b>
	<b>Subtotal</b>	<b>6,310</b>
ABBOTT	76621	<b>1</b>
	<b>Subtotal</b>	<b>1</b>
ABERNATHY	79311	<b>5</b>
	<b>Subtotal</b>	<b>5</b>
ABILENE	79601	<b>30</b>
	79602	<b>41</b>
	79603	<b>74</b>
	79604	<b>1</b>
	79605	<b>43</b>
	79606	<b>18</b>
	79608	<b>1</b>
	<b>Subtotal</b>	<b>208</b>
ADDISON	75001	<b>3</b>
	<b>Subtotal</b>	<b>3</b>
ADKINS	78101	<b>3</b>
	<b>Subtotal</b>	<b>3</b>
AGUA DULCE	78330	<b>4</b>
	<b>Subtotal</b>	<b>4</b>
ALAMO	78516	<b>72</b>
	<b>Subtotal</b>	<b>72</b>
ALBA	75410	<b>4</b>
	<b>Subtotal</b>	<b>4</b>
ALBANY	76430	<b>2</b>

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**Exhibit 13 – to Attachment A, SOW Call Center Handle Time – November 2014****(Partial Shown for Space Considerations)**

<b>Skill</b>	<b>Skill</b>	<b>Month</b>	<b>Day</b>	<b>Handle Time</b>
LUTX_English	LUTX_English	2014-11	2014-11-01	1,060.10
LUTX_English	LUTX_English	2014-11	2014-11-02	362.60
LUTX_English	LUTX_English	2014-11	2014-11-03	6,323.17
LUTX_English	LUTX_English	2014-11	2014-11-04	4,905.27
LUTX_English	LUTX_English	2014-11	2014-11-05	4,811.78
LUTX_English	LUTX_English	2014-11	2014-11-06	4,677.00
LUTX_English	LUTX_English	2014-11	2014-11-07	5,265.77
LUTX_English	LUTX_English	2014-11	2014-11-08	1,843.08
LUTX_English	LUTX_English	2014-11	2014-11-09	556.89
LUTX_English	LUTX_English	2014-11	2014-11-10	8,165.69
LUTX_English	LUTX_English	2014-11	2014-11-11	4,991.42
LUTX_English	LUTX_English	2014-11	2014-11-12	5,347.70
LUTX_English	LUTX_English	2014-11	2014-11-13	4,450.41
LUTX_English	LUTX_English	2014-11	2014-11-14	4,033.08
LUTX_English	LUTX_English	2014-11	2014-11-15	889.79
LUTX_English	LUTX_English	2014-11	2014-11-16	399.28
LUTX_English	LUTX_English	2014-11	2014-11-17	6,467.54
LUTX_English	LUTX_English	2014-11	2014-11-18	4,950.88
LUTX_English	LUTX_English	2014-11	2014-11-19	4,133.52
LUTX_English	LUTX_English	2014-11	2014-11-20	3,905.99
LUTX_English	LUTX_English	2014-11	2014-11-21	3,757.88
LUTX_English	LUTX_English	2014-11	2014-11-22	1,030.83
LUTX_English	LUTX_English	2014-11	2014-11-23	389.77
LUTX_English	LUTX_English	2014-11	2014-11-24	5,587.92
LUTX_English	LUTX_English	2014-11	2014-11-25	4,036.15
LUTX_English	LUTX_English	2014-11	2014-11-26	2,723.12
LUTX_English	LUTX_English	2014-11	2014-11-27	113.34
LUTX_English	LUTX_English	2014-11	2014-11-28	1,363.78
LUTX_English	LUTX_English	2014-11	2014-11-29	960.70
LUTX_English	LUTX_English	2014-11	2014-11-30	350.84
LUTX_Spanish	LUTX_Spanish	2014-11	2014-11-01	189.75
LUTX_Spanish	LUTX_Spanish	2014-11	2014-11-02	52.31
LUTX_Spanish	LUTX_Spanish	2014-11	2014-11-03	1,153.13
LUTX_Spanish	LUTX_Spanish	2014-11	2014-11-04	971.52
LUTX_Spanish	LUTX_Spanish	2014-11	2014-11-05	1,049.20

**Exhibit 14 – to Attachment A, SOW Performance Measurements Report – November 2014**  
**(Partial Shown for Space Considerations)**

<b>#1 Production - Target 7 Business Days</b>			
<b>Due Date</b>	<b>Applications</b>	<b>Completion Date</b>	<b>Objective Met?</b>
11/1/2014			
11/2/2014			
11/3/2014	1,048	11/3/2014	Yes
11/4/2014	98	11/4/2014	Yes
11/5/2014	517	11/5/2014	Yes
11/6/2014	493	11/6/2014	Yes
11/7/2014	1,031	11/7/2014	Yes
11/8/2014			
11/9/2014			
11/10/2014	119	11/10/2014	Yes
11/11/2014	48	11/11/2014	Yes
11/12/2014	398	11/12/2014	Yes
11/13/2014	322	11/13/2014	Yes
11/14/2014	291	11/14/2014	Yes
11/15/2014			
11/16/2014			
11/17/2014	559	11/17/2014	Yes
11/18/2014	123	11/18/2014	Yes
11/19/2014	401	11/19/2014	Yes
11/20/2014	481	11/20/2014	Yes
11/21/2014	138	11/21/2014	Yes
11/22/2014			
11/23/2014			
11/24/2014	91	11/24/2014	Yes
11/25/2014	644	11/25/2014	Yes
11/26/2014	614	11/26/2014	Yes
11/27/2014			
11/28/2014			
11/29/2014			
11/30/2014			

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<b>#2 - Monthly Process</b>	
<b>Process Month</b>	<b>November 2014</b>
REP Discount Files Due	11/28/2014
REP Discount Files Provided	11/28/2014
<b>Objective Met?</b>	<b>Yes</b>
TSP Discount Files Due	11/28/2014
TSP Discount Files Provided	11/28/2014
<b>Objective Met?</b>	<b>Yes</b>

<b>#3 - Renewals</b>	
<b>Process Month</b>	<b>November 2014</b>
File Posted	11/23/2014
File Size	61,308
Due Date	12/2/2014
Date Complete	12/2/2014
<b>Objective Met?</b>	<b>Yes</b>

<b>#4 - Customer Service</b>	
<b>Month</b>	<b>November 2014</b>
New Incidents	711
24 Hr. Response	711
<b>Objective Met?</b>	<b>Yes</b>
Open Incidents at month end	16

<b>#5 - Monthly Reporting</b>	
<b>Month</b>	<b>November 2014</b>
Invoice Due	12/10/2014
<b>Objective Met?</b>	<b>Yes</b>
Hub Report Due	12/10/2014
<b>Objective Met?</b>	<b>Yes</b>
Report Package Due	12/12/2014
<b>Objective Met?</b>	<b>Yes</b>

**Exhibit 15 – to Attachment A, SOW HHS Data Use Agreement and  
Subcontractor Agreement Form**

(Posted separately to ESBD as “Exhibit 15.”)

**ATTACHMENT B**  
**SAMPLE CONTRACT TERMS**

**Article 1. DEFINITIONS**

When used in this Agreement, the following terms shall have the following meanings:

**1.1 “Public Utility Commission,” “PUCT,” or “Commission”** means the Public Utility Commission of Texas acting through its Executive Director and the agency’s designated Contract Administrator.

**1.2 “Contractor”** includes **NAME**, and any successors, heirs, and assigns.

**1.3 “Services”** means any and all services performed and any and all goods and products delivered by Contractor as specified in Attachment A, Statement of Work.

**Article 2. COMPENSATION**

**2.1 Compensation.** Contractor agrees to provide all services (including labor, expenses, and any other services) described in Attachment A, Statement of Work, as follows: **[insert summary of payment terms]**. Contractor understands that the PUCT is not responsible for payment of any costs or expenses exceeding this amount.

If Contractor believes that changes in the scope of services to be performed will require Contractor to increase its fee, it must request the PUCT’s written authorization to increase its fee. The Contractor must document the changes in the scope of services and why they will require additional effort. The Commission must approve the increase in fee by written amendment to this Agreement before the Contractor performs any services or may invoice the increased fee.

**2.2 Payment Process.** As specified in Attachment A, Statement of Work, Section E, Chapter 12 of the Public Utility Regulatory Act allows the PUCT to recover the cost for these services from regulated entities. Each year the PUCT shall provide the contractor with an allocation of cost for these entities and the contractor shall be responsible for all billing and collection related to this service. Contractor shall invoice the regulated entities monthly. Prior to submitting invoices to regulated entities, contractor shall obtain written approval of those invoices from the PUCT contract administrator. The PUCT contract administrator will review the invoices and respond within 10 days.

**2.3 Payment for Services.** Contractor’s acceptance of payment releases the PUCT of all claims for compensation owed in connection with this Agreement.

**2.4 Payments made to Subcontractors.** Contractor shall pay any subcontractor hereunder the appropriate share of payments received not later than the 10th day after the date Contractor receives the payment. The subcontractor’s payment shall be overdue on the 11th day after the date Contractor receives the payment. The PUCT must approve Contractor’s use of any subcontractor before Contractor engages the subcontractor (see Sec. 5.1).

**2.5 Records.** Contractor and its subcontractors, if any, shall maintain records and books of account relating to services provided under this Agreement. Contractor shall, for a period of four (4) years following the expiration or termination of this Agreement, maintain its records (electronic and paper) of the work performed under this Agreement. Records include, but are not limited to correspondence concerning the subject of this Agreement between Contractor and the PUCT; Contractor’s internal correspondence; and correspondence between Contractor and any third party. Contractor shall make all records that support the performance of services and payment available to PUCT and/or its designees or the State Auditor during normal business hours given reasonable notice, upon the request of the PUCT Contract Administrator. Records maintained under this section must be kept secure in compliance with

state and federal law and in accordance with the provisions of this contract related to information security.

**2.6 Sole Compensation.** Payments under this Article are Contractor's sole compensation under this Agreement. Contractor shall not incur expenses with the expectation that the PUCT or any other agency of the state of Texas will directly pay the expense to a third-party vendor irrespective of the reason for incurring those expenses.

### **Article 3. CONTRACT ADMINISTRATION**

**3.1 PUCT Contract Administration.** The PUCT designates **Jay Stone** to serve as its primary point of contact and Contract Administrator throughout the term of this Agreement. Contractor acknowledges that the PUCT Contract Administrator does not have any authority to amend this Agreement on behalf of the PUCT, except as expressly provided herein. Contractor further acknowledges that such authority is exclusively held by the Commission or its authorized designee, Executive Director Brian H. Lloyd.

**3.2 Contractor Contract Administration.** Contractor designates its Contract Administrator as follows: **[Insert Designee(s) Here]**

**3.3 Reporting.** Contractor shall report directly to the PUCT Contract Administrator and shall perform all activities in accordance with reasonable instructions, directions, requests, rules, and regulations issued during the term of this Agreement as conveyed to Contractor by the PUCT Contract Administrator.

**3.4 Cooperation.** The Parties' Contract Administrators shall handle all communications between them in a timely and cooperative manner. The Parties shall timely notify each other by email or other written communication of any change in designee or contact information.

**3.5 Inquiries and Prompt Referral.** Contractor understands that the PUCT does not endorse any vendor, commodity, or service. Contractor, its employees, representatives, other agents, or subcontractors may not issue any media release, advertisement, publication, or public pronouncement which pertains to this Agreement or the services or project to which this Agreement relates or which mentions the PUCT without the prior approval of the PUCT. Contractor will promptly refer all inquiries regarding this Agreement received from state legislators, other public officials, the media, or non-Parties to the PUCT Contract Administrator.

### **Article 4. REPORTS AND RECORDS**

**4.1 Written Reports.** Contractor will provide written reports to the PUCT in the form and with the frequency specified in Attachment A, Statement of Work, or as agreed to between the parties.

**4.2 Distribution of Consultant Reports.** PUCT shall have the right to distribute any consultant report associated with this contract, or to allow another Texas state agency or the Texas legislature to distribute it. PUCT shall also have the right to post any consultant report associated with this contract to the PUCT's website or to the website of a standing committee of the legislature. This provision does not waive any right to confidentiality that PUCT may assert for the report.

### **Article 5. SUBCONTRACTING PARTIES**

**5.1 Use of Subcontractors.** The Parties acknowledge and agree that at the time of execution of this Agreement, Contractor intends to perform the Services required under this Agreement using its own employees **[or intends to perform the Services required under this Agreement using the following subcontractors:]**. Contractor will notify the PUCT Contract Administrator of any other proposed subcontract and will work with the PUCT HUB Coordinator to procure such other subcontractor and to submit appropriate subcontractor selection documentation for approval prior to engaging any other

subcontractor, such approval not to be unreasonably withheld. Any such other subcontract or subsequent substitution of a subcontractor must be approved according to the terms of Article 7.

**5.2 Sole Responsibility.** Contractor is solely responsible for the quality and timeliness of the work produced by all subcontractors that Contractor may engage to provide Services hereunder and for the timely payment for all such work produced by all subcontractors that the PUCT accepts and pays for in accordance with the terms of this Agreement.

**5.3 Prime Vendor Contract.** The Parties expressly agree that this Agreement is intended to constitute a prime vendor contract, with Contractor serving as the prime vendor for delivery of the Services made the subject hereof. Contractor acknowledges and agrees that it is fully liable and responsible for timely, complete delivery of the Services described in this Agreement, notwithstanding the engagement of any subcontractor to perform an obligation under this Agreement.

## **Article 6. TERM, SUSPENSION, AND TERMINATION**

**6.1 Term.** The term of this Agreement shall begin on September 1, 2015 and shall continue in effect until August 31, 2019 unless sooner terminated under Sections 6.2 or 6.3 of this Agreement.

**6.2 Options for Renewal.** This Agreement does not provide for any extension options.

**6.3 Termination for Cause by the PUCT.** If Contractor is in default of any material term of this Agreement, the PUCT may serve upon Contractor written notice requiring Contractor to cure such default. Unless within thirty (30) days after receipt of said notice by Contractor, said default is corrected or arrangements satisfactory to the PUCT, as applicable, for correcting the default have been made by Contractor, the PUCT may terminate this Agreement for default and shall have all rights and remedies provided by law and under this Agreement. If PUCT terminates Contractor under Article 18.12, PUCT need not provide any notice or opportunity for curing the default.

**6.4 Termination for the Convenience of the PUCT.** The PUCT may, upon thirty (30) days written notice to Contractor, terminate this Agreement or any assignments or assistance provided by contractor under this contract whenever the interests of the PUCT so require. The PUCT will only reimburse those expenses already incurred at the time the notice is provided. The PUCT shall not be liable for any damages and/or loss to Contractor as a result of termination for convenience.

**6.5. Transfer of Duties.** In the event of termination, Contractor will provide reasonable cooperation to transfer its duties under the Agreement to another entity without disruption to the LIDA process.

**6.6 Survival.** In the event that this Agreement expires or is terminated pursuant to its terms, the rights and obligations of the Parties under it shall end; provided that the provisions of Sections 2.5, 2.6, 3.5, 4.2, 6.5, 7.5, 9.2, 9.4 through 9.6, 17.2 and 19.1 through 19.5, 19.7, 19.9, and Articles 1, 10, 11, 12, 14, 15, 16, 20, 21, 23, 27, and 28 shall survive in their entirety.

## **Article 7. ASSIGNMENT, AMENDMENTS, AND MODIFICATIONS**

**7.1 Material Change Requests.** PUCT may propose changes to Attachment A, Statement of Work. Upon receipt of a written request from the PUCT for a change to Attachment A, Contractor shall, within a reasonable time thereafter, submit to the PUCT a detailed written estimate of any proposed price and schedule adjustment(s) to this Agreement. No changes to Attachment A will occur without the Parties' written consent as provided in accordance with the terms stated in this Agreement.

**7.2 Changes in Law, Rules, or Rulings.** Subsequent changes in federal or state legislation, rules and regulations or rulings by the PUCT may require modification of the terms of this Agreement, including an increase or decrease in Contractor's duties or compensation. In the event of such subsequent changes to statutes, rules, and/or regulations, the PUCT and Contractor shall negotiate the terms of a

contract modification in good faith and incorporate such modification into this Agreement by written amendment.

**7.3 No Assignment of Duties.** This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of any Party (including by merger of Contractor or otherwise by operation of law); provided however that Contractor shall not otherwise, without the prior written consent of the PUCT, assign or transfer this Agreement or any obligation incurred under this Agreement. Any attempt by Contractor to assign or transfer this Agreement or any obligation incurred under this Agreement, in contravention of this paragraph, shall be void and of no force and effect.

**7.4 Amendments and Modifications.** This Agreement may not be amended or modified in any manner except by written instrument executed by authorized representatives of the Parties in accordance with the terms of this Agreement.

**7.5 Binding on Successors.** The terms of this Agreement shall be binding on any successor organization of any of the Parties.

## **Article 8. REPRESENTATIONS, WARRANTIES AND COVENANTS**

**8.1 Warranty of Performance.** Contractor represents, warrants, and covenants that it will perform the services outlined in Attachment A, Statement of Work, in a professional and workmanlike manner, consistent with professional standards of practice in the professional industry.

**8.2 Warranty of Services.** Contractor warrants that the services shall be rendered by the qualified personnel named in Section 19.8 of this Agreement. If Services provided under this Agreement require a professional license, then Contractor represents, warrants, and covenants that the activity will be performed only by duly licensed personnel.

## **Article 9. RISK OF LOSS AND PROPERTY RIGHTS**

**9.1 Risk of Loss.** The risk of loss for all items to be furnished hereunder shall remain with Contractor until the items are delivered to the PUCT, at which time the risk of loss shall pass to the PUCT.

**9.2 Ownership.** Except for materials where any intellectual property rights are vested in a third party, such as software or hardware, in which case such rights shall remain the property of the third party, all finished materials, conceptions, or products created and/or prepared for on behalf of the PUCT and purchased by the PUCT, or on behalf of the PUCT, that the PUCT has accepted as part of the performance of services hereunder, shall be the PUCT's property exclusively and will be given to the PUCT either at the PUCT's request during the term of the Agreement or upon termination or expiration of the Agreement. Notwithstanding the foregoing, materials created, prepared for, or purchased exclusively by the PUCT or on behalf of the PUCT are the PUCT's exclusive property regardless of whether delivery to the PUCT is effectuated during or upon termination or expiration of this Agreement.

**9.3 Licensed Software.** With PUCT's advanced written consent, contractor may obtain software licenses as an agent of the PUCT for software that is used by Contractor solely for the purpose of providing services under this Agreement. Contractor shall provide the PUCT with a copy of any software license obtained by Contractor as an agent for the PUCT for the purpose of providing services under this Agreement.

**9.4 Prior Works.** Except as provided herein, all previously owned materials, conceptions, or products shall remain the property of Contractor and nothing contained in this Agreement will be construed to require Contractor to transfer ownership of such materials to the PUCT.

**9.5 Trademarks.** The Parties agree that no rights to any trademark or service mark belonging to

another Party or to any non-Party are granted to any other Party by this Agreement, unless by separate written instrument. The PUCT acknowledges and agrees that use of any trademark associated with any software provided by Contractor under this Agreement does not give the PUCT any rights of ownership in the trademark or the software.

**9.6 Program Information.** Program information, data, and details relating to Contractor's services under this Agreement shall be maintained separately from Contractor's other activities. Contractor shall undertake all reasonable care and precaution in the handling and storing of this information.

**9.7 Provision to be Inserted in Subcontracts.** Contractor shall insert an article containing paragraphs 9.2 and 9.6 of this Agreement in all subcontracts hereunder except altered as necessary for proper identification of the contracting Parties and the PUCT under this Agreement.

## **Article 10. PUBLIC INFORMATION**

**10.1 Texas Public Information Act. (Texas Government Code Chapter 552).** The Parties acknowledge that notwithstanding any other provisions of this Agreement, the Texas Public Information Act ("PIA") governs the treatment of all information held by or under the control of the Commission. The Commission will notify Contractor of requests for Contractor's information as provided under the PIA.

**10.2 Agreement Not Confidential.** The Parties acknowledge that not all terms of this Agreement may be confidential pursuant to the Texas Public Information Act, regardless of whether those terms are marked "Proprietary," "Trade Secret," or "Confidential." Contractor further acknowledges that in the event of a dispute over the release of a proposal or part of a proposal the PUCT is bound by the decision made by the Office of the Attorney General of Texas.

**10.3 Contractor's Duty to Provide Public Information.** Contractor is required, at no additional charge to the state, to make available in a format that is accessible by the public any information created or exchanged with the state pursuant to this contract. If information created or exchanged with the state pursuant to this contract is excepted from disclosure under the Texas Public Information Act, Contractor will not be required to make the information available to the public, but may be required to facilitate the PUCT's provision of the information to the Texas Attorney General for a decision on the information's confidentiality.

## **Article 11. CONFLICTS OF INTEREST AND EMPLOYMENT RESTRICTION**

**11.1 No Conflicting Relationships.** Contractor certifies to the Commission that no existing or contemplated relationship exists between Contractor and the Commission that interferes with fair competition or is a conflict of interest, and that no existing or contemplated relationship exists between Contractor and another person or organization, whether or not located within the State of Texas, that constitutes or will constitute a conflict of interest for Contractor with respect to the Commission.

**11.2 Prohibition on Transactions with Parties Adverse to Commission.** Contractor agrees that during performance of this Agreement, it will neither provide contractual services nor enter into any agreement, oral or written, to provide services to a person or organization that is regulated or funded by the Commission or that has interests that are directly or indirectly adverse to those of the Commission. The Commission may waive this provision in writing if, in the Commission's sole judgment, such activities of the Contractor will not be adverse to the interests of the Commission.

**11.3 Notice of Conflict.** Contractor agrees to promptly notify the PUCT of any circumstance that may create a real or perceived conflict of interest, whether arising prior to or during the term of the contract. Contractor agrees to use its best efforts to resolve any real or perceived conflict of interest to the satisfaction of the PUCT. Contractor's failure to do so shall be grounds for termination of this contract

for cause, pursuant to Section 6.3.

## **Article 12. INDEMNIFICATION**

Contractor shall indemnify, defend and hold harmless the PUCT, the State of Texas, and its officers, agents, employees, representatives, contractors, assignees, and designees from any and all liabilities, claims, demands or causes of action, and all related costs, attorney fees and expenses of whatever kind or nature asserted by a third party and occurring in any way incident to, arising out of, or in connection with acts or omissions of Contractor, its agents, employees and subcontractors, committed in the conduct of this Agreement. Any defense shall be coordinated by contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit. Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. Contractor and the PUCT agree to furnish timely written notice to each other of any such claim.

Contractor shall also indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its workforce (each of the foregoing hereinafter referred to as “Indemnified Party”) against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of the Data Use Agreement with HHS (DUA) or from any acts or omissions related to the DUA by contractor or its employees, directors, officers, subcontractors, or agents or other members of its workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA is denied, or coverage rights are reserved by any insurance carrier. Upon demand, contractor will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the contractor’s failure to meet any of its obligations under this DUA. Any contractor’s obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of the DUA or this contract.

## **Article 13. INSURANCE**

Contractor agrees to comply with all state and federal laws applicable to the liability and payment of Contractor and Contractor’s employees, including laws regarding wages, taxes, insurances, and workers’ compensation. Neither the PUCT nor the State of Texas shall be liable to the Contractor, its employees, agents, or others for the provision of unemployment insurance and/or workers’ compensation or any benefit available to a state employee.

**13.1 Minimum Insurance.** Contractor shall, at its sole cost and expense, secure and maintain as a minimum, from the Effective Date and thereafter during the term of this Agreement, for its own protection and the protection of the PUCT and the State of Texas:

(a) commercial liability insurance, covering, at a minimum, the following categories of liability within the following limits: (i) bodily injury and property damage - \$1,000,000 limit per occurrence, \$2,000,000 aggregate, (ii) medical expense - \$5,000 limit per person, (iii) personal injury and advertising liability - \$1,000,000 limit, (iv) products/completed operations – \$2,000,000 aggregate, (v) damage to premises rented - \$50,000 limit;

(b) automobile liability coverage for vehicles driven by Contractor’s employees (\$500,000 per occurrence); and

(c) workers’ compensation insurance in accordance with the statutory limits, as follows: (i) employer’s liability - \$1,000,000 each incident, (ii) disease - \$1,000,000 each employee and \$1,000,000 policy limit.

The PUCT and the State of Texas shall be named an additional insured on the commercial liability and automobile policies.

Insurance coverage shall be from companies licensed by the State of Texas to provide insurance with an A rating from A.M. Best and authorized to provide the corresponding coverage.

**13.2 Certificates of Insurance.** Contractor shall furnish to the PUCT certificates of insurance, signed by authorized representatives of the surety or insurers, of all such bonds and insurance and confirming the amounts of such coverage within ten (10) days of the Effective Date of this Agreement, and upon request thereafter. Contractor shall provide the PUCT Contract Administrator with timely renewal certificates as the coverage renews. Failure to maintain such insurance coverage specified herein, or to provide such certificates promptly, shall constitute a material breach of this Agreement. Contractor shall provide thirty (30) days written notice of any notice for renewal and/or cancellation of insurance.

**13.3 Insurance required by HHS.** Based upon contractor's use of information from HHS in the performance of this contract, HHS may require contractor to maintain, at its expense, special and/or custom first- and third-party insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under the Data Use Agreement, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS. If insurance is required, contractor must provide HHS with written proof that the required insurance is in effect, at the request of HHS.

#### **Article 14. DISPUTE RESOLUTION**

The Parties agree to resolve disputes arising under this Agreement through the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and Subchapter C of the PUCT Rules for Administrative Services.

#### **Article 15. SOVEREIGN IMMUNITY**

The State of Texas and the PUCT do not waive sovereign immunity by entering into this Agreement and specifically retain immunity and all defenses available to them under the laws of the State of Texas or the common law.

#### **Article 16. GOVERNING LAW**

Notwithstanding anything to the contrary in this Agreement, this Agreement shall be deemed entered into in the State of Texas and shall be governed by, construed and interpreted in accordance with the laws of the State of Texas that apply to contracts executed in and performed entirely within the State of Texas, without reference to any rules of conflict of laws. The Parties consent to the exclusive jurisdiction of the State of Texas. The Parties hereby submit to the jurisdiction of the courts located in, and venue is hereby stipulated to, the state courts located in Travis County, Texas. Each Party stipulates that it is subject to the jurisdiction of the courts located in Travis County, Texas, for any cause of action arising from any act or omission in the performance of this Agreement. Further, each Party hereby waives any right to assert any defense to jurisdiction being held by the courts located in Travis County, Texas, for any cause of action arising from any act or omission in the performance of this Agreement.

#### **Article 17. COMPLIANCE WITH LAW**

**17.1 General.** Contractor shall comply with all federal, state, and local laws, executive orders, regulations, and rules applicable at the time of performance. Contractor warrants that all services sold hereunder shall have been produced, sold, delivered, and furnished in strict compliance with all applicable laws and regulations to which they are subject, including, but not limited to, Equal

Employment Opportunity laws. All laws and regulations required in agreements of this character are hereby incorporated by this reference.

**17.2 Taxes.** Contractor agrees to comply with any and all applicable state tax laws that may require any filing with and/or payment to the State of Texas as a result of any action taken as a result of this Agreement.

**17.3 Workers' Compensation.** Contractor agrees that it shall be in compliance with applicable state workers' compensation laws throughout the term of this Agreement.

**17.4 Employee Eligibility.** Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of: 1) all persons employed during the contract term to perform duties within Texas; and 2) all persons (including subcontractors) assigned by the contractor to perform work pursuant to the contract.

**17.5 Conflicts.** Contractor agrees to abide by the requirements of and policy directions provided by the Texas statutes and the rules and regulations of the PUCT, and will inform and consult with the PUCT when further interpretations or directions are needed in order to fully implement the rules and regulations of the Commission. In the event that Contractor becomes aware of inconsistencies between this Agreement and a Texas statute or PUCT rule, Contractor will so advise the PUCT and will cooperate fully to revise applicable provisions of this Agreement as necessary.

## **Article 18. CONTRACTOR'S CERTIFICATION**

By accepting the terms of this Agreement, Contractor certifies that, to the extent applicable, it is in compliance with the following requirements and prohibitions. Contractor understands and agrees that a false certification may lead to termination of this Agreement for cause.

**18.1 Prohibitions on Gifts.** Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Agreement.

**18.2 Delinquent Obligations.** Contractor is not currently delinquent in the payment of any franchise or sales tax owed to the State of Texas, and is not delinquent in the payment of any child support obligations under applicable state law.

**18.3 Terrorist Financing.** The PUCT is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it, via cross referencing proposers/vendors with the Federal General Services Administration's System for Award Management (SAM), <https://www.sam.gov/>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

Contractor certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Proposer is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at: <https://www.sam.gov/>

**18.4 Antitrust.** Neither Contractor nor anyone acting for Contractor has violated the antitrust laws of this State, codified in Section 15.01, et seq. of the Texas Business and Commerce Code or the Federal Antitrust Laws, nor has communicated directly or indirectly to any competitor or any other person

engaged in such line of business for the purpose of obtaining an unfair price advantage.

**18.5 Family Code.** Contractor has no principal who is ineligible to receive funds under Texas Family Code Section 231.006 and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**18.6 Prohibited Compensation.** Contractor has not received compensation from the PUCT, or any agent, employee, or person acting on the PUCT's behalf for participation in the preparation of this Agreement.

**18.7 Government Code.** Under Texas Government Code Section 2155.004, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

**18.8 Outstanding Obligations.** Payments due under the contract will be applied towards any debt that is owed to the State of Texas, including but not limited to delinquent taxes and child support.

**18.9 Contracting with Executive Head of State Agency.** Contractor certifies this Agreement is in compliance with Texas Government Code Section 669.003 relating to contracting with the executive head of a State agency. If Texas Government Code Section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated: Name of Former Executive; Name of State Agency; Date of Separation from State Agency; Position with Bidder; and Date of Employment with Bidder.

**18.10 Buy Texas.** Contractor will comply with Texas Government Code Section 2155.4441, pertaining to service contracts regarding the use of products produced in the State of Texas.

**18.11 Hurricane Recovery.** Under Texas Government Code Section 2155.006, Contractor certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

**18.12 E-Verify.** Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

1. All persons employed to perform duties within Texas, during the term of the Contract; and
2. All persons (including subcontractors) assigned by the Proposer to perform work pursuant to the Contract, within the United States of America.

The Contractor shall provide, upon request of PUCT, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for any employees that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.

**18.13 Compliance with Deceptive Trade Practices Act.** Contractor shall comply with Texas Business and Commerce Code Chapter 17.

**18.14 Compliance with Americans with Disabilities Act.** Contractor shall comply with the Americans with Disabilities Act, 42 U.S.C. Chapter 126.

**18.15 Prohibited Use of Appropriated/Other Funds.** Contractor shall comply with Tex. Gov't Code Sections 556.005, 556.0055, and 556.008 related to prohibited uses of appropriated and other funds.

**18.16 Debarred Vendors List.** Contractor certifies that it is not on the Debarred Vendors List located at [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred/](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/).

## **Article 19. GENERAL PROVISIONS**

**19.1 Relationship of Parties.** Contractor is and shall remain at all times an independent contractor, and nothing in this Agreement shall be deemed to create a joint venture, partnership, employment, franchise, master-servant, or agency relationship between the Parties. Except as expressly provided to the contrary elsewhere in this Agreement, no Party has any right or authority to act on behalf of another Party, nor to assume or create any obligation, liability or responsibility on behalf of another Party. Under no circumstances shall the relationship of employer and employee be deemed to arise between the PUCT and Contractor's personnel. Contractor shall be solely responsible for achieving the results contemplated by this Agreement, whether performed by Contractor, its agents, employees or subcontractors.

**19.2 Non-Exclusivity.** Nothing in this agreement is intended nor shall be construed as creating any exclusive arrangement between Contractor and PUCT. This agreement shall not restrict PUCT from acquiring similar, equal, or like goods and/or services from other entities or sources.

**19.3 Taxes and Statutory Withholdings.** Contractor acknowledges that it is not a PUCT employee, but is an independent contractor. Accordingly, it is Contractor's sole obligation to report as income all compensation received by Contractor under the terms of this Agreement. Contractor is solely responsible for all taxes (federal, state, or local), withholdings, social security, unemployment, Medicare, Workers' Compensation insurance, and other similar statutory obligations (of any governmental entity of any country) arising from, relating to, or in connection with any payment made to Contractor under this contract. Contractor shall defend, indemnify and hold the PUCT harmless to the extent of any obligation imposed by law on the PUCT to pay any tax (federal, state, or local), withholding, social security, unemployment, Medicare, Workers' Compensation insurance, or other similar statutory obligation (of any governmental entity of any country) arising from, relating to, or in connection with any payment made to Contractor under this Agreement. Further, Contractor understands that neither it nor any of its individual employees is eligible for any PUCT employee benefit, including but not limited to holiday, vacation, sick pay, withholding taxes (federal, state, local), social security, Medicare, unemployment or disability insurance, Workers' Compensation, health and welfare benefits, profit sharing, 401(k) or any employee stock option or stock purchase plans. Contractor hereby waives any and all rights to any such PUCT employment benefit.

**19.4 Notice.** Except as otherwise stated in this Agreement, all notices provided for in this Agreement shall be (a) in writing, (b) addressed to a Party at the address set forth below (or as expressly designated by such Party in a subsequent effective written notice referring specifically to this Agreement), (c) sent by FedEx, with proper postage affixed and (d) deemed effective upon the third business day after deposit of the notice in the U.S. Mail.

### **IF TO THE PUCT:**

ATTENTION: Brian H. Lloyd, Executive Director  
1701 N. Congress Ave., 7<sup>th</sup> Floor  
Austin, TX 78701

With copies to the PUCT Contract Administrator at the same address.

**IF TO CONTRACTOR:**

ATTENTION:

ADDRESS

CITY, STATE, ZIP CODE

**19.5 Headings.** Titles and headings of paragraphs and sections within this Agreement are provided merely for convenience and shall not be used or relied upon in construing this Agreement or the Parties' intentions with respect thereto.

**19.6 Export Laws.** Contractor represents, warrants, agrees and certifies that it (a) shall comply with the United States Foreign Corrupt Practices Act (regarding, among other things, payments to government officials) and all export laws and rules and regulations of the United States Department of Commerce or other United States or foreign agency or authority and (b) shall not knowingly permit any non-Party to directly or indirectly, import, export, re-export, or transship any intellectual property or any third Party materials accessed by Contractor during the course of this Agreement in violation of any such laws, rules or regulations.

**19.7 Preprinted Forms.** The use of preprinted forms, such as purchase orders or acknowledgments, in connection with this Agreement is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. The terms of this Agreement cannot be amended, modified, or altered by any conflicting terms, provisions, or conditions contained in a proposal or a preprinted form, such as purchase orders or acknowledgments. If any conflict exists between this Agreement and any terms and conditions on a proposal, purchase order, acknowledgment, or other preprinted form, the terms and conditions of this Agreement will govern.

**19.8 Specific Personnel.** Contractor has identified the personnel for this assignment ("Team"), as follows: **[list]**

Contractor warrants that it shall use its best efforts to avoid any changes to the Team during the course of this Agreement. Should personnel changes occur during the contract period, Contractor will recommend to the PUCT personnel with comparable experience and required qualifications and training. The PUCT must approve any change in personnel on this project in writing. Contractor shall provide individuals qualified to perform the tasks assigned to such individual. At the PUCT's request, Contractor shall remove from the project any individual whom the PUCT finds unacceptable. Contractor shall replace such individual with another individual satisfactory to the PUCT as soon as practicable.

**19.9 Publicity.** Contractor understands and agrees that no public disclosures or news releases pertaining to this Agreement or any results or findings based on information provided, created, or obtained to fulfill the requirements of this agreement shall be made without the prior written approval of the PUCT.

**Article 20. NO IMPLIED WAIVER**

The failure of any party, at any time, to enforce a provision of this contract will not constitute a waiver of that provision; will not affect the validity of this contract or any part of it; and will not affect the right of any party to enforce each and every provision.

**Article 21. ORDER OF PRECEDENCE**

In the event of conflicts or inconsistencies between the provisions of this contract and its attachment(s),

the following are given precedence in the order listed below:

- 1) The terms and conditions of this contract;
- 2) The Statement of Work, including any exhibits;
- 3) The contractor's proposal..

#### **Article 22. FORCE MAJEURE**

Neither the PUCT nor Contractor will be considered in default in the performance of its obligations under this contract to the extent that the performance of such obligations is prevented or delayed by any cause beyond the reasonable control of the affected party, which such party could not, by due diligence have avoided, including but not limited to acts of God, severe weather, explosions, riots, acts of war, or orders of legal authority. Such causes will not relieve either party of liability in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner, with all reasonable dispatch, and to give notice and full particulars of the same in writing to the other party as soon as possible after the occurrence of the cause that prevented or delayed performance of the obligations. If the event of Force Majeure continues for a period of more than one hundred and eighty (180) days, either party thereafter may terminate this contract upon giving at least ten (10) days prior written notice to the other party.

#### **Article 23. SEVERABILITY**

If any provision of this contract is held unlawful or otherwise unenforceable, such provision will be severed and deemed deleted and the remainder of this contract will continue in full force and effect, as if such provision had never existed.

#### **Article 24. FUNDING OUT CLAUSE**

This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruptions of current appropriations, provisions of the Termination Article shall apply. Any contract resulting from this solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature. *See* Texas Constitution, Article III Section 49, State Debts; and Texas General Appropriations Act for the 2014-2015 Biennium, Article IX, Section 6.03, Excess Obligations Prohibited.

#### **Article 25. DRUG FREE WORKPLACE POLICY**

The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988, 41 U.S.C. § 8102, et seq., and 48 CFR § 52.223-6 Drug-Free Workplace) and maintain a drug-free work environment. The requirements of the Drug Free Workplace Act and the rules interpreting it are incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments that may hereafter be issued.

#### **Article 26. SUBSTITUTIONS**

Substitutions are not permitted without written approval of the PUCT.

#### **Article 27. RIGHT TO AUDIT**

Pursuant to Section 2262.003 of the Texas Government Code, the State Auditor may conduct an audit or investigation of Contractor or any other entity or person receiving funds from the state directly under this Agreement or indirectly through a subcontract under this contract. The acceptance of funds by Contractor or any other entity or person directly under this contract or indirectly through a subcontract

under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Contractor or any other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract awards.

**Article 28. ENTIRE AGREEMENT**

This contract, including Attachment A, Statement of Work, constitutes the entire agreement and understanding between the parties with regard to its subject matter and supersedes and merges all prior discussions, writings, negotiations, understandings, and agreements concerning the provision of these services. Any terms and conditions attached to a solicitation will not be considered unless specifically referred to in this Agreement.

In WITNESS WHEREOF both parties by their duly authorized representatives have executed this contract effective as of **[DATE]**.

**The Public Utility Commission of Texas**

**Contractor**

By:

By:

\_\_\_\_\_  
Brian H. Lloyd  
Executive Director

\_\_\_\_\_  
Name  
Title

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**ATTACHMENT C**  
**HUB SUBCONTRACTING PLAN INFORMATION**

In accordance with Texas Government Code Section 2161.252, the PUCT has determined that subcontracting opportunities are probable under this contract. Therefore, proposers, including State of Texas certified Historically Underutilized Businesses (HUBs), must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Government Code Section 2161.252(b).**

Proposers can find the HUB Subcontracting Plan forms and instructions for filling out the forms on the Comptroller of Public Accounts' website at

<http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.

# EXHIBIT 15

HHS Contract No. 529-08-0211-00001

**DATA USE AGREEMENT  
BETWEEN THE  
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE  
AND  
THE PUBLIC UTILITY COMMISSION OF TEXAS ("CONTRACTOR")**

This Data Use Agreement ("DUA"), effective as of the date signed below ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency ("HHS") and the Public Utility Commission of Texas ("PUCT" or "CONTRACTOR"), and incorporated into the terms of HHS Contract No. 529-08-0211-00001, in Travis County, Texas (the "Base Contract").

## ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. **45 CFR 164.508(2)(ii)(A)** This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

## ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

**"Authorized Purpose"** means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

**"Authorized User"** means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

**“Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

**“Legally Authorized Representative”** of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

### **ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION**

#### **Section 3.01    *Obligations of CONTRACTOR***

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR.504(e)(2)(i)**

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election or upon request by PUCT, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(ii)(C), 164.530(e), 164.410(b)**

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate

relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. **45 CFR 164.504(a),(c)(e) and (f)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without express written approval of HHS, in advance. HHS prior approval, at a minimum will require that Subcontractor and CONTRACTOR execute the Form Subcontractor Agreement, Attachment 1, which ensures the subcontract contains identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.504(e)(2)(ii)(A), (B), (D) and (e)(5)**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)** CONTRACTOR may delegate this responsibility to its Subcontractor.

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)** CONTRACTOR may delegate this responsibility to its Subcontractor.

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528** CONTRACTOR may delegate this responsibility to its Subcontractor.

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests. **45 CFR 164.504(e)(2)**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and

administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(1)(A)**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)** CONTRACTOR may delegate this responsibility to its Subcontractor.

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, PUC record retention policy, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR transmits, stores, and/or maintains Confidential Information on non-HHS systems or networks, CONTRACTOR completed the HHS initial security assessment at <http://hhscx.hhsc.state.tx.us/tech/default.shtml> to identify and mitigate identified risks prior to execution of this DUA. CONTRACTOR's initial security assessment will document security controls within CONTRACTOR's system that protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to

HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)**

(S) CONTRACTOR will designate and identify, subject to HHS approval, such approval not to be unreasonably withheld, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. **45 CFR 164.308(a)(2)**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.514(d)** CONTRACTOR may delegate this responsibility to its Subcontractor.

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(E)(1)(I)** CONTRACTOR may delegate this responsibility to its Subcontractor.

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance

investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

#### **ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS**

##### **Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414**

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). **45 CFR 164.404**

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, *or in a timeframe otherwise approved by HHS in writing*, initially report to HHS's

Privacy and Security Officers via email at: [privacy@HHS.state.tx.us](mailto:privacy@HHS.state.tx.us); and *IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.*

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410**

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to HHS, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414**

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification,

if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

(D) CONTRACTOR may delegate its responsibilities under this section to its Subcontractor.

**Section 4.02**     ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

(E) CONTRACTOR may delegate its responsibilities under this section to its Subcontractor.

**Section 4.03**     ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

(F) CONTRACTOR may delegate its responsibilities under this section to its Subcontractor.

## ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

## ARTICLE 6. GENERAL PROVISIONS

### **Section 6.01 *Ownership of Confidential Information***

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

### **Section 6.02 *HHS Commitment and Obligations***

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

### **Section 6.03 *HHS Right to Inspection***

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

### **Section 6.04 *Term; Termination of DUA; Survival***

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

#### **Section 6.05    *Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

#### **Section 6.06    *Injunctive Relief***

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

#### **Section 6.07    *Indemnification***

CONTRACTOR will require any Subcontractor to the Base Contract to indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by the Subcontractor or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, Subcontractor will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the Subcontractor's failure to meet any of its obligations under this DUA. Any Subcontractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

#### **Section 6.08    *Insurance***

(A) As an Agency of the State of Texas, PUCT is self-insured and will not be obligated under this DUA to procure any insurance.

(B) HHS may require any of PUCT's Subcontractors to the Base Contract to maintain, at its expense, the special and/or custom first- and third-party insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(C) PUCT must require any Subcontractors to the Base Contract to provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

**Section 6.09    *Fees and Costs***

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

**Section 6.10    *Entirety of the Contract***

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

**Section 6.11    *Automatic Amendment and Interpretation***

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

**ARTICLE 7. AUTHORITY TO EXECUTE**

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

**IN WITNESS HEREOF**, HHS and CONTRACTOR have each caused this DUA to be signed and delivered by its duly authorized representative:

**TEXAS HEALTH AND HUMAN SERVICES**

**CONTRACTOR**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_, 201 .

DATE: \_\_\_\_\_, 201 .

**ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM**  
**HHS CONTRACT NUMBER 529-08-0211-00001**

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with Solix (SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract for the sole purpose of ensuring CONTRACTOR has incorporated the terms of this DUA into its contract with SUBCONTRACTOR. HHS must complete any review of the terms and conditions of the subcontract within ten business-days after receipt of the Subcontractor Agreement Form. HHS shall not unreasonably withhold approval of the terms and conditions of the subcontract.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

**This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.**

**CONTRACTOR**

**SUBCONTRACTOR**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_, 201

**DATE:** \_\_\_\_\_, 201

**HHS Enterprise Data Use Agreement  
Attachment 2  
INFORMATION SECURITY AND PRIVACY INITIAL INQUIRY (SPI)**

**PLEASE NOTE: For any "NO" answers to questions in SECTION B and SECTION C, applicant/bidder must correct the issue before applicant/bidder can submit a bid response or a complete application.**

<b>SECTION A. APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)</b>	
<b>1. Entity or Applicant/Bidder Legal Name</b>	Legal Name: _____ Address: _____ Main Telephone Number: _____ Website: _____
<b>2. Number of Employees, at all locations, in Applicant/Bidder's Workforce</b> <small>"Workforce" means all employees, volunteers, trainees, and other Persons whose conduct, in the performance of work for Applicant/Bidder, is under the direct control of Contractor, whether or not they are paid by Applicant Bidder.</small>	Total Employees: _____
<b>3. Number of Subcontractors</b>	Total Subcontractors: _____
<b>4. Name of Information Technology Security Official and Name Privacy Official for Applicant/Bidder</b> (Privacy and Security Official may be the same person.)	<b>A. Security Official:</b> Name: _____ Address: _____ Telephone Number: _____ Email Address: _____  <b>B. Privacy Official:</b> Name: _____ Address: _____ Telephone Number: _____ Email Address: _____
<b>5. Volume of Storage Devices for HHS Confidential Information</b> <small>A "data center" is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business. "Cloud" computing is the practice of using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer.</small>	<b>Number:</b>
<b>a. Devices.</b> Number of personal user computers, devices or drives, including mobile devices and mobile drives?	
<b>b. Servers.</b> Number Servers that are not in a data center or in "the cloud"?	
<b>c. Cloud.</b> Number of cloud services in use?	
<b>d. Data Centers.</b> Number of data centers in use?	
<b>6. For how many unduplicated individuals can Applicant/Bidder reasonably expect to handle Individually Identifiable HHS confidential Information annually?</b>	<b>Check the box:</b>
<b>a.</b> 499 individuals or Less	<input type="checkbox"/>
<b>b.</b> 500 to 999 individuals	<input type="checkbox"/>
<b>c.</b> 1,000 to 99,999 individuals	<input type="checkbox"/>
<b>d.</b> 100,000 + individuals	<input type="checkbox"/>

**HHS Enterprise Data Use Agreement**  
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**PLEASE NOTE: For any "NO" answers to questions in SECTION B and SECTION C, applicant/bidder must correct the issue before applicant/bidder can submit a bid response or a complete application.**

<b>7. HIPAA Business Associate Agreement</b>	<b>Yes or No:</b>
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA- covered HHS agency for a HIPAA-covered function?	<input type="checkbox"/> <input type="checkbox"/> <b>Yes No</b>
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public?	<input type="checkbox"/> <input type="checkbox"/> <b>Yes No</b>
<b>8. Does Applicant/Bidder have any optional insurance currently in place?</b> "Optional Insurance" provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	<input type="checkbox"/> <input type="checkbox"/> <b>Yes No</b>
<b>SECTION B. PRIVACY RISK ANALYSIS AND ASSESSMENT</b> <b>(To be completed by Applicant/Bidder)</b>	<b>Yes or No:</b>
<b>1. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum, address each of the following:</b>	
a. Who are "Authorized Persons" and what "Authorized Purposes" are to use, disclosure, creation, maintenance and transmission of HHS confidential information?	<input type="checkbox"/> <input type="checkbox"/> <b>Yes No</b>
b. If HIPAA applies to the DUA, does the Applicant/Bidder must have a policy for Applicant/Bidder and Workforce to comply with the applicable provisions of HIPAA and other law applicable to Confidential Information relating to Applicant/Bidder's creation, receipt, maintenance, use, disclosure, access to or transmission of Confidential Information on behalf of a HIPAA Covered HHS agency?	<input type="checkbox"/> <input type="checkbox"/> <b>Yes No</b>
c. Limit use or disclosure of confidential information to the minimum necessary - use or disclose the least amount of HHS Confidential Information as possible to complete the task?	<input type="checkbox"/> <input type="checkbox"/> <b>Yes No</b>
d. A policy, procedure and plan to respond to actual or suspected "breach" of HHS confidential information, to include at a minimum:	<input type="checkbox"/> <input type="checkbox"/> <b>Yes No</b>
i. For immediate breach notice to HHS agencies, regulatory authorities and the media, if required, and in accordance with the DUA;	
ii. To follow a pre-developed Breach response plan, in accordance with the DUA and applicable law; and	
iii. To notify individuals whose confidential information Applicant/Bidder has breached, as directed by HHS agency?	
e. A policy and procedure for required annual workforce training and monitoring for and correction of any training delinquencies?	<input type="checkbox"/> <input type="checkbox"/> <b>Yes No</b>
f. A policy and procedure for permitting or denying individual rights of access, amendment or correction, when appropriate?	<input type="checkbox"/> <input type="checkbox"/> <b>Yes No</b>
g. A policy for subcontractor's to execute the identical data use agreements as this agreement?	<input type="checkbox"/> <input type="checkbox"/> <b>Yes No</b>
h. A policy against, and enforcement with sanctions, unauthorized workforce or Subcontractors use or disclosure of HHS confidential information?	<input type="checkbox"/> <input type="checkbox"/> <b>Yes No</b>

**HHS Enterprise Data Use Agreement**  
**Attachment 2**  
**INFORMATION SECURITY AND PRIVACY INITIAL INQUIRY (SPI)**

**PLEASE NOTE: For any "NO" answers to questions in SECTION B and SECTION C, applicant/bidder must correct the issue before applicant/bidder can submit a bid response or a complete application.**

i. A policy that only permits Authorized Persons with up-to-date privacy and security training, with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS confidential information to carrying out an obligation under this agreement for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
j. A policy that establishes, implements and maintains proof of appropriate sanctions against any Workforce or Subcontractor who fails to comply with an "Authorized Purpose" or who is not an "Authorized Person," and used or disclosed HHS confidential information in violation of this DUA, the Base Contract or applicable law?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
k. Applicant/Bidder's policy must require policies, procedures and plans are to be updated following major changes with use or disclosure of HHS Confidential Information within 60 days.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
l. A policy that will not permit or allow an attempt to re-identify or further identify "De-Identified" confidential information, or attempt to contact any Individuals whose records are contained in the confidential information, except for an Authorized Purpose, without express written authorization from HHSC or as expressly permitted by the Base Contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
m. A policy that requires contactor to not enter into any subcontractor agreement to handle HHS confidential information, without express written approval of an HHS agency in advance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
n. A policy that prohibits offshoring, or the use, disclosure, creation, maintenance or transmission of HHS Confidential Information outside of the United States of America, without express written permission from the HHS agency?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
o. A policy that requires cooperation with HHS agencies or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
p. A policy that requires encryption in motion or at rest using a FIPS 140-2 certified encryption product, and maintain proof by screen shot of application of encryption to personal and mobile computing or storage devices and proof that encryption is active on the device?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
q. A policy and procedures that require appropriate standards and methods to destroy or dispose of HHS Confidential Information?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
r. A policy that prohibits Applicant/Bidder's work product done on behalf of HHS pursuant to the agreement, or to publish HHS confidential Information without express prior approval of the HHS agency?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>2. Does Applicant/Bidder have a current workforce training program?</b> Training of Workforce must occur at least once every year, and within 30 days of date of newly hiring a Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and monitor for timely training.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>3. Does Applicant/Bidder have Privacy Safeguards to protect HHS confidential information in oral, paper and/or electronic form?</b> "Privacy Safeguards" mean protection of HHS confidential information by establishing, implementing and maintaining required "Administrative," "Physical" and "Technical" policies, procedures, processes and controls, required by the HHS' Data Use Agreement, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. "Administrative safeguards" include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. "Technical safeguards" include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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electronic protections such as encryption of data. "Physical safeguards" include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.	
4. Has Applicant/Bidder obtained executed Data Use Agreement as required by the DUA from all proposed subcontractors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Do Applicant/Bidder and all subcontractors maintain a current list of "Authorized Persons" who have access to confidential information, whether oral, written or electronic?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Do Applicant/Bidder and all subcontractors monitor for and remove terminated employees or those no longer authorized to handle HHS confidential information, whether oral, written, or electronic, immediately, from the "Authorized Persons" list?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>SECTION C. SECURITY RISK ANALYSIS AND ASSESSMENT</b> (To be completed by Applicant/Bidder)	<b>Yes or No:</b>
1. Applicant/Bidder does not and will not "offshore" or use, disclose, create, receive, transmit or maintain HHS Confidential Information outside of the United States?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Does an IT security knowledgeable person or company maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Is access to HHS confidential information monitored and managed (i.e., access is given only to authorized users, a formal process exists for granting access to authorized users, a formal process exists to validate the need for granting an authorized user remote access to HHS confidential data, etc.)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Do all of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain HHS confidential information have a unique user name (account) and private password?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Are all passwords managed on computer systems that access or store HHS confidential information so that system default passwords are changed, user passwords are changed at least every 90 days, and all passwords are strong (minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerical, where possible)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Do computing devices that access or store HHS confidential information automatically lock the password after a certain number of failed attempts and after 15 minutes of user inactivity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Is remote access to Applicant/Bidder systems containing HHS confidential information secured, encrypted (including wireless access), managed (i.e., access is given only to authorized users, a formal process exists for granting access to authorized user, a formal process exists to validate the need for granting an authorized user remote access to HHS confidential data, etc.)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Are computer security configurations or settings implemented for all computers and systems that access or contain HHS confidential information? (e.g., Have you locked the system down to remove or disable non-essential features or services to reduce the threat of breach and limit what is available to a hacker or intruder to exploit?, etc.)	<input type="checkbox"/> Yes <input type="checkbox"/> No

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**PLEASE NOTE: For any "NO" answers to questions in SECTION B and SECTION C, applicant/bidder must correct the issue before applicant/bidder can submit a bid response or a complete application.**

<b>9.</b> Is physical access to computer, paper, or other systems containing HHS confidential information secured from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>10.</b> Will HHS confidential information that is transmitted over a public network (e.g., the Internet, WIFI, etc.) or stored in a public location and physically or electronically accessible be encrypted? (FIPS 140-2 encryption preferred. For more information regarding FIPS 14-2 encryption products, please refer to: <a href="http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm">http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm</a> )	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>11.</b> Will you be willing to perform a criminal background check on personnel who access HHS confidential information and do personnel formally acknowledge rules outlining their responsibilities for protecting HHS confidential information and associated systems before their access is provided?	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>12.</b> Is HHS confidential information stored on end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) encrypted and can Applicant/Bidder produce evidence of the encryption, such as, a screen shot or a system report? (FIPS 140-2 encryption preferred. For more information regarding FIPS 14-2 encryption products, please refer to: <a href="http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm">http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm</a> )	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>13.</b> Does the Applicant/Bidder prohibit and ensure HHS confidential information is not stored or created on free cloud services or social media sites, unless there is an HHS approved subcontractor agreement including an encryption-at-rest requirement?	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>14.</b> Are security updates/patches (including firmware, software and applications) kept current on computing systems that use, disclose, access, create, transmit, maintain or store HHS confidential information?	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>15.</b> Do computing systems that use, disclose, access, create, transmit, maintain or store HHS confidential information contain up-to-date anti-malware and antivirus protection?	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>16.</b> Are system security logs on computing systems that access or store HHS confidential information reviewed for abnormal activity or security concerns on a regular basis?	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>17.</b> Notwithstanding records retention requirements, do Applicant/Bidder's disposal processes for HHS confidential information ensure that the HHS confidential information is destroyed so that it is unreadable or undecipherable?	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

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**Written questions and answers (in red):**

The RFP states “*The LIDA sends renewal forms to customers asking them to re-certify their status as low-income prior to the expiration of the 7th month*”. Do renewal forms require supporting documentation?

Yes

Can customers renew their LITE-UP benefit utilizing the program eligibility mechanism for programs that are not currently on list of allowed list (SNAP, CHIP, TANF, Medicaid)?

The two discount programs have some differences in the programs that allow eligibility for that discount. The above listed programs are the only programs that the state receives a direct feed for. The other eligibility programs must have paper documentation.

Do customers have to have existing telephone and/or electric service to apply for LITE-UP program benefits?

No

Is every printed item that requires more than single page simplex printing, printed as duplex (or multiple simplex pages)? i.e. Are all forms printed duplex?

Duplex. Everything is printed in English and Spanish.

RFP Section/Page No.	Question
N/A	<p>The current LIDA contract’s (No. 473-08-00124) value on a per year basis has grown substantially during its term.</p> <ul style="list-style-type: none"><li>○ First contracted Yr. Sept 08-Aug 09 - <u>\$3,718,000</u></li><li>○ Current Yr. Sept 14–Aug 15 - <u>fees not to exceed \$8,296,865</u></li></ul> <p>Can the PUCT please provide a summary of all <u>change orders</u> or <u>scope change amendments</u>, which have resulted in the annual contract fee increase over the years? The increase is due to an increase in volume of mail-outs as well as an increase in cost to perform the mail-outs. The main increase is due to the 2012 FCC Lifeline and Link up Reform and Modernization Order (WC Docket No. 11-42) which has required the LIDA to send additional letters (certification forms, Household worksheets additional rejections) and review such items.</p>

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RFP Section/Page No.	Question
Section 13, Page No. 12 ( <b>Contract Term</b> )	The RFP indicates that the proposed contract term will be (4) year, and that there are no extension options available. Is this new contract term decision, a result of pending Texas legislature contract guidance or does the PUCT expect to this program will end after the 4 year contract term, and thus will have no ongoing need for a LIDA vendor? <b>We've decided to change the term structure of the contract based upon guidance from the Comptroller's Office.</b>
N/A	Does the PUCT have an annual budget figure allocated to this project for the next 4 years? If so, please provide expected annual budget amounts. <b>No. We will budget based upon the proposal that we choose.</b>
Section 11, Page No. 11 ( <b>Selection Criteria</b> )	<p>Item C. Proposed Compensation is valued at 15% of the evaluation criteria. One of the sub components is <i>Total Cost</i>.</p> <p>Any vendor other than the current incumbent will have some level of start-up costs and expense associated with start-up / transition, which the incumbent will not have – thus making any other vendors cost more expensive theoretically than the incumbents.</p> <p>In evaluating the price from submitters – will the PUCT agree to remove startup and transition costs from the overall pricing analysis, so that an apples-to-apples and fair comparison and evaluation be made? <b>No.</b></p>
Section 11, Page No. 11 ( <b>Selection Criteria</b> )	Section II – Selection Criteria is made up of 4 categories, listed A-D. A and C have sub bullets. Can the PUCT please provide the <i>weighed values</i> for each sub-component within each category? <b>There are no weighted values for each sub-component. The sub-components are included as a guide to the proposers, so proposers will understand what factors are included in those categories.</b>
N/A	Can the PUCT please confirm the current subcontractor names and services which are currently being provided by each subcontractor under the current prime vendor? <b>Solix subcontracts with Business Inc. for fulfillment services and Ideology for ID verification.</b>

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RFP Section, Pg. #, and Paragraph #	Question
RFP section “Confidentiality and Information Security”, page 21; Attachment A, Statement of Work; and Exhibits 15 and 16	<p><b>RFP content :</b> “The DUA and Subcontractor Agreement Form are included in this Statement of Work as Exhibit 15. HHS will also require the LIDA contractor to complete an Initial Security Evaluation before accessing HHS’s information. Contractor shall sign the Subcontractor Agreement Form and complete the Initial Security Evaluation within the first ten (10) calendar days after the effective date of the contract.”</p> <p>However, Exhibit 16 is titled INFORMATION SECURITY AND PRIVACY INITIAL INQUIRY (SPI) and it states “PLEASE NOTE: For any "NO" answers to questions in SECTION B and SECTION C, applicant/bidder must correct the issue before applicant/bidder can submit a bid response or a complete application.”</p> <p><b>Question:</b> Can you please clarify when the Data Use Agreement Forms and Subcontractor Agreement Forms need to be submitted? <b>Exhibit 16 is the “Initial Security Evaluation” referenced in the RFP. HHS recently modified the form and changed the title. The LIDA will not be required to submit the DUA - but the DUA is incorporated by reference into the Subcontractor Agreement. The LIDA must submit the Subcontractor Agreement form within the first ten calendar days after the effective date of the contract.</b></p>
8.5, page 7	<p><b>RFP content:</b> “Acceptable evidence of financial capability includes a recent audited financial statement from a certified public accountant, a compiled financial report, or a statement from a certified public accountant or banker.”</p> <p><b>Question:</b> Given the size of our financial statement (400+ pages), can proposers provide a URL link to corporate website within proposal submission in lieu of including hard copy pages? If not, can the financial statement be excluded from the proposal submission page count limitation? <b>The documents to satisfy this requirement are included in the 75 page limit.</b></p>
7.1 Number and Appearance, page 6	<p>The RFP restricts page size to 8 ½ X 11 inch paper. For complex documents like architecture diagrams, may Bidders use larger paper folded down to 8 ½ X 11 inch size? <b>No, proposals must meet the number and appearance requirements stated in the RFP.</b></p>

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RFP Section, Pg. #, and Paragraph #	Question
7.1 Number and Appearance, page 6	The RFP requires Bidders to respond using 12-point font. May Bidders use a smaller, still readable font for the following: headers and footers, requirement text, exhibits, and tables? <b>No, proposals must meet the number and appearance requirements stated in the RFP, with the exceptions noted in the answer to question number 5.</b>
7.1 Number and Appearance, page 6	Several requested documents/samples do not comply with font restrictions and they are not available in a native MS Office format for font adjustments (for example, financial report). Please confirm that it is permissible to submit those documents as is. <b>If a pre-existing document required to be included in the proposal does not comply with font restrictions and cannot be easily altered, it may be submitted as is.</b>
7.1 Number and Appearance, page 6	The RFP requires Bidders to respond using 1.5 or double-spacing. May Bidders use a smaller, still readable paragraph spacing for the following: headers and footers, requirement text, exhibits, and tables? <b>No, proposals must meet the number and appearance requirements stated in the RFP.</b>
7.1 Number and Appearance, page 6	Is it permissible for Bidders to submit documents not available in Microsoft Office format in Adobe PDF format only (e.g., audited financial statements, insurance documentation, etc.)? <b>Pre-existing documents available only in Adobe PDF format may be submitted in Adobe PDF format.</b>
SECTION 8 – PROPOSAL CONTENTS, page 6	We will be submitting some pre-existing documents (e.g., financial reports) that have existing page numbering and some pages may not be numbered. Because these are long and complex documents, may we leave them unaltered? <b>Proposers may leave the existing number on pre-existing documents with existing page numbering. However, Proposers must add numbers that comply with the requirements of the RFP.</b>
SECTION 8 – PROPOSAL CONTENTS, page 6	Can Bidders exclude signed forms, attachments, tables of content, etc. from the sequential numbering requirement? <b>No.</b>

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RFP Section/Page No.	Question
Page 15	<p>We would like to understand the current matching process more completely. Please provide a diagram or process flows of the current system matching process.</p> <p>Does the current matching process use the complete SSN for electric customers?</p> <p><b>Answer: We do not have a diagram to provide. The RFP provides all of the requirements for the process. The current matching process uses the full 9 digit social security number, when it is provided.</b></p>
Page 16	<p>Please describe the current ID verification process</p> <p><b>Answer: The RFP provides all of the requirements for the process. We expect that our contractor will design a process that works for them. That said, in the current process, the contractor uses a 3<sup>rd</sup> party company to run the ID verification process. The ID verification is run on all approved self-enrollment forms. HHSC runs all its own verifications so matches that occur because of the coordinated enrollment do not go through the PUCT ID verification process per the States NLAD OPT-Out submittal with the FCC.</b></p>
Page 17 – Deliverables	<p>Fulfillment requirements – How many items are mailed/received? The frequency is listed, but the volume by type is not listed.</p> <p><b>Answer: Please refer to page 14 of the RFP for volume by type.</b></p>
Page 19 – FAQ	<p>Regarding the following requirement - "Must have a way for customer to ask questions via a web portal that are funneled to the PUCT to be answered and then posted in English and Spanish". How is this done today?</p> <p><b>Answer: The current contractor manages the FAQ site which has an option to ask a question. The questions are automatically emailed to the PUCT.</b></p>
Page 19 – Monthly reports requirements	<p>Outside of the list on page 19, are there any ad-hoc requests that happen on an infrequent basis?</p> <p><b>Answer: Yes, there are occasional ad-hoc requests.</b></p>

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Page 51	<p>Can you please explain what exhibit 6 is reporting? (TSP summary for November)</p> <p><b>Answer: This tells the telephone company, the date they submitted the monthly file, whether it was late or on time, how many records were submitted, how many records was loaded for processing, how many records were rejected for processing, the number of records that resulted in a match for the discount and the percentage of records received that were rejected.</b></p>
Page 55 and 56	<p>Can you please explain what exhibit 10 is reporting?</p> <p><b>Answer: This report shows PUCT the categories of the calls handled by the call center and the volume of calls by category (or reason).</b></p>
Page 62	<p>Is this a dashboard or required reporting elements?</p> <p><b>Answer: This is a required reporting element, that the contractor provides monthly.</b></p>
Attachment A (page 17) Fulfillment Requirements	<p>Can PUCT confirm that the mailing listed in this section also represents the mailings and volumes listed in Attachment A Current Usage (page 14)?</p> <p><b>Answer: Yes</b></p>
Attachment A (page 17) Fulfillment Requirements	<p>Can PUCT provide the weekly volumes for envelopes and printed pages for each of the listed mailings in this section?</p> <p><b>Answer: No. However, you can roughly estimate the weekly volumes based upon the annual volumes provided on page 14 of the RFP.</b></p>
Attachment A (page 17) Fulfillment Requirements	<p>Can PUCT provide the paper and envelope specifications for each of the listed mailings in this section?</p> <p><b>Answer: Standard #10 envelope with window and stock paper</b></p>
Attachment A (page 17) Fulfillment Requirements	<p>Can PUCT provide the average number of sheets per envelope for each of the listed mailings in this section?</p> <p><b>Answer: Letter – 1 sheet Application – 3 sheets Cert Form – 1 sheet HHWS(IEH) – 1 sheet</b></p>

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Attachment A (page 17) Fulfillment Requirements	<p>Is the supplier responsible for procuring and providing paper, outside envelopes, and BRES for each of the listed mailings in this section?</p> <p><b>Answer: Yes</b></p>
Attachment A (page 17) Fulfillment Requirements	<p>Are of the listed mailings in this section mailed USPS First Class Mail?</p> <p><b>Answer: Yes, except for Lite-Up mailings, which are standard presort.</b></p>
Attachment A (page 17) Fulfillment Requirements	<p>Will PUCT be transmitting the fulfillment mailings directly to the supplier on the indicated schedule?</p> <p><b>Answer: No. The contractor does this.</b></p>
Attachment A (page 17) Fulfillment Requirements	<p>If PUCT will be transmitting the fulfillment mailings directly to the supplier on the indicated schedule what time of day will they be transmitted?</p> <p><b>Answer: Not applicable, PUCT will not be transmitting the mailings.</b></p>
Attachment A (page 17) Fulfillment Requirements	<p>If PUCT will be transmitting the fulfillment mailings directly to the supplier on the indicated schedule will these be print ready files? If not will PUCT be transmitting data files only and the supplier is responsible for creating the print templates and rendering the print images?</p> <p><b>Answer: The PUCT does not transmit the files. That is a function of the LIDA.</b></p>
Attachment A (page 17) Fulfillment Requirements	<p>Is USPS presorting a requirement for each of the listed mailings in this section?</p> <p><b>Answer: No. Contractor may use presorting if they choose.</b></p>
Attachment A (page 17) Fulfillment Requirements	<p>Is there any certified, registered, or express processing for any of the listed mailings in this section?</p> <p><b>Answer: No</b></p>
Attachment A (page 17) Fulfillment Requirements	<p>Is NCOA or CASS processing required by the supplier for any of the listed mailings in this section?</p> <p><b>Answer: The contractor should use a method to ensure the address on the application is a standardized address.</b></p>

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Attachment A (page 17) Fulfillment Requirements	<p>For all the listed mailings in this section are the “Application”, “Cert. Form”, and “HHWS” pre-printed materials that are inserted along with the letter into the envelope or are they printed in-line with the letter printing process?</p> <p><b>Answer: That is at the discretion of the proposer</b></p>
Attachment A (page 17) Fulfillment Requirements	<p>Is every printed item that requires more than single page simplex printing, printed as duplex (or multiple simplex pages)? i.e. Are all forms printed duplex?</p> <p><b>Answer: All forms are duplex because all forms go out in both English and Spanish - English on one side, and Spanish on the other.</b></p>
Attachment A (page 14&15) Fulfillment Requirements (Renewal Notices)	<p>Are the following assumptions of what is contained in a mail package correct? Renewal Notice (package printed duplex):</p> <ul style="list-style-type: none"> <li>• Cover letter</li> <li>• Instructions</li> <li>• Application</li> <li>• Certification form</li> <li>• BRM #9</li> </ul> <p><b>Answer: Correct</b></p>
Attachment A (page 14&15) Fulfillment Requirements (New Applications)	<p>Are the following assumptions of what is contained in a mail package correct? New Application (package printed duplex):</p> <ul style="list-style-type: none"> <li>• Instructions</li> <li>• Application</li> <li>• Certification form</li> <li>• BRM #9</li> </ul> <p><b>Answer: Correct</b></p>
Attachment A (page 14&15) Fulfillment Requirements (Application Rejection Notice)	<p>Are the following assumptions of what is contained in a mail package correct? Application Rejection Notice (package printed simplex):</p> <ul style="list-style-type: none"> <li>• Cover letter</li> </ul> <p><b>Answer: Correct</b></p>

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Attachment A (page 14&15) Fulfillment Requirements (Application Rejection Notice)	<p>Are the following assumptions of what is contained in a mail package correct? Duplicate Letters-Single (package printed duplex):</p> <ul style="list-style-type: none"> <li>• Cover letter</li> <li>• Certification form</li> <li>• IEH worksheet</li> <li>• BRM #9</li> </ul> <p><b>Answer: Correct</b></p>
Attachment A (page 14&15) Fulfillment Requirements (Application Rejection Notice)	<p>Are the following assumptions of what is contained in a mail package correct? Duplicate Letters-Multiple (package printed duplex):</p> <ul style="list-style-type: none"> <li>• Cover letter</li> <li>• Certification form</li> <li>• BRM #9</li> </ul> <p><b>Answer: Correct</b></p>
Attachment A (page 14&15) Fulfillment Requirements (Application Rejection Notice)	<p>Are the following assumptions of what is contained in a mail package correct? New Discount Letter (package printed duplex):</p> <ul style="list-style-type: none"> <li>• Cover letter</li> <li>• Certification form</li> <li>• BRM #9</li> </ul> <p><b>Answer: Correct</b></p>
Attachment A (page 17) Fulfillment Requirements	<p>Can we get a sample of: Cover letter, Instructions, Application, Certification form, outbound #10 envelope, return #9 envelope?</p> <p><b>Answer: Yes, we will post a PDF of the package that goes out, except for the envelopes. Envelopes are just standard envelopes with a return address printed.</b></p>
Attachment A (page 17) Fulfillment Requirements	<p>Is all outbound mail sent in a standard #10 envelope? Is all outbound mail sent 1<sup>st</sup> class business mail?</p> <p><b>Answer: All outbound mail is in a #10 envelope. All mail is sent 1<sup>st</sup> class, except mailouts for the Lite-Up program, which are sent standard presort.</b></p>
Attachment A (page 17) Fulfillment Requirements	<p>What postal rate is the Lifeline program currently receiving? 3-digit?</p> <p><b>Answer: We do not know the postal rate. Our current contractor charges by item.</b></p>

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Attachment A (page 17) Fulfillment Requirements	Is the BRM mailed to customer with pre-paid return postage? Or is the customer required to place a stamp on the return #9? <b>Answer: BRM envelope is pre-paid.</b>
Attachment A (page 17) Fulfillment Requirements	Is all current mail under 2 ounces per mail piece? Under 1ounce? <b>Answer: We do not know. Our current contractor charges by item and does not break down the postage.</b>
Attachment A (page 17) Fulfillment Requirements	Is mail forwarding used? If not, how does the program currently meet the move update requirement? <b>Answer: Yes</b>
Attachment A (page 17) Fulfillment Requirements	Is the PUCT open to a form redesign project? <b>Answer: Proposers are free to propose anything they wish</b>
Attachment A (page 17) Fulfillment Requirements	All received hard copy documents can be destroyed once they are archived digitally? There is no minimum hard copy retention timeframe once a digital archive has been created? <b>Answer: Correct.</b>
General questions	<p>What is the procedure for multiple transfers? – <b>PUC requested clarification on question</b></p> <p>The customer was qualified by Prepaid Wireless TSP and therefore Administrator doesn't have approved form. Now customer is being reserved by land line TSP. Can Administrator enroll customer with landline TSP and remove customer from Prepaid Wireless TSP without making customer to recertify? Or recertification is required?</p> <p><b>Answer</b> The wireline companies do not reserve lifeline customers. If the lifeline participant wants to change their lifeline provider from a prepaid wireless to a traditional wireline carrier, they would need to submit a new certification form in which the LIDA will indicate a switch in the system and the prepaid wireless would be notified of the switch during the monthly processing.</p>

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	<p>Question</p> <p>If customer is not on the wireline carrier provider during that month does LIDA still do the switch? Our understanding was that TSPs would provide list of customers and only customers who are on the list and eligible would be able to receive discount.</p> <p><b>Answer</b></p> <p>For a wireline switch, the lifeline participant <b>MUST</b> be a customer of that wireline company already. The switch will be made when a valid certification form is processed</p>
General question	<p>Who is currently doing eligibility determination for self-enrolled customers?</p> <p><b>Answer: The current contractor</b></p>
General question	<p>SSN requirements – when are only the last four digits required? Full SSN required?</p> <p><b>Answer: The application and certification form require last four SSN digits at a minimum. We don't require applicants to provide their full SSN, but some do and it provides a more accurate match.</b></p>
General question	<p>Are there any SLA requirements outside what is listed under liquidated damages section (page 19 and 20)?</p> <p><b>Answer: All SLA requirements are listed in the RFP.</b></p>
General question	<p>What are the rules for eliminating dups and ineligible clients from the HHSC DB?</p> <p><b>Answer: That is a process that the contractor will devise to meet the FCC rules on duplicates ensuring to the best of their ability that only one lifeline discount per person.</b></p>